AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, July 24, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INTRODUCTION OF MAYOR FOR A DAY

Bennett Fenton with Stewart Elementary

2. INVOCATION & PLEDGE

Pastor Sam Rainer with West Bradenton Baptist Church

(The City does not endorse the religious beliefs of any speaker.)

3. MEETING CALLED TO ORDER

4. TIME CERTAIN PUBLIC HEARING

a) Legal: Resolution 24-57 - PUBLIC HEARING
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA RELATING TO THE ISSUANCE BY ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE BONDS FOR THE BENEFIT OF PRESBYTERIAN RETIREMENT COMMUNITIES, INC. AND CERTAIN OTHER CORPORATIONS AFFILIATED WITH IT PURSUANT TO AN EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF BRADENTON AND OTHER PUBLIC BODIES; GRANTING HOST APPROVAL PURSUANT TO THE INTERNAL REVENUE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 24-57

5. PROCLAMATIONS

6. PRESENTATIONS

a) Legislative: State of the Bay by David Tomasko, Ph.D., Executive Director, Sarasota Bay Estuary Program

7. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

8. CONSENT AGENDA

a) Administrative Services: Resolution 24-56 - Defining Department Heads, Florida State Retirement Senior Management Class, and Merit Board Exempt employees
Resolution 24-56

b) City Administration: Facilities Agreement with HCA-Florida Blake Hospital
Facilities Agreement with HCA-Florida Blake Hospital

c) City Administration: Resolution 24-58 - Payroll, Timekeeping, Payroll Deduction and Direct Deposit Authorization Policy
Resolution 24-58

d) Event Review Committee: Bradenton Public Market
Bradenton Public Market Application and Site Plan

e) Event Review Committee: LECOM 5K Run the Green Bridge (Regatta Day)
LECOM 5K Run the Green Bridge Application and Site Plan

f) Legal: Opioid Litigation - Proposed Settlement with Kroger Co.
Kroger Ex. K (Subdivision Participation Form)

g) Legislative: Resolution 24-59 - Merit Board Reappointment
Resolution 24-59

h) Legislative: Resolution 24-60 - Planning Commission Reappointment
Resolution 24-60

i) Police: Opioid Settlement Expenditure - AEDs for the Police and Fire Departments
Opioid Settlement Expenditure

j) Police: Opioid Settlement Expenditure - Civilian Case Worker
Opioid Settlement Expenditure

k) Public Works & Utilities: Addendum to Agreement with Jacobs' Operations Management and Facilities Services
Signed Agreement Criteria
City of Bradenton Training Plan
Addendum to Agreement with Jacobs OMFS

l) Public Works & Utilities: Amendment No. 1 to Agreement No. 22FRP04 for Eastside Drainage Improvements (FDEP Resiliency Grant)
Amendment No. 1 to Agreement No. 22FRP04
FDEP Grant Agreement No. 22FRP04

m) Public Works & Utilities: Authorization to Purchase Diesel Pumps for Lift Stations 04, 08, 09, and 10
FSA Awarded Contract and Cooperative Purchasing Program Documents

n) Public Works & Utilities: Interlocal Agreement (ILA) with Manatee County regarding Beautification of the Palma Sola-Perico Bay Medians
ILA with Manatee County

o) Public Works & Utilities: Project Approval - Basis of Design Review for LS03 Expansion and LS13 Demolition
Lift Station 13 Demolition and New Lift Station 3 Proposal
2023 Executed Contract Jacobs Engineering Group

p) Public Works & Utilities: Project Approval - Design Revision to add Stormwater Facilities on 3rd Avenue East from 12th Street East to Mineral Springs Park
Proposal and Construction Drawings

q) Public Works & Utilities: Project Approval - LS20 Service Area Force Main Lining
FL-LS20 Rehabilitation Proposal
Replacement Project Area
PB-24-013NT - Insituform Technologies

r) Public Works & Utilities: Project Approval - NW Ward 5 Water Main Improvements
Project Documents and Agreement with C-Squared CGC, Inc.

s) Public Works & Utilities: Project Approval - Sanitary Manhole Lining in LS14 Service Area
Proposal from GML Coatings
PB-21-10KC with GML Coatings LLC

t) Public Works & Utilities: Project Approval - Vulnerability Assessment (FDEP Resiliency Study)
Scope of Work for the Vulnerability Assessment
RFP 22-029TWS with Jacobs Engineering Group, Inc.

u) Public Works & Utilities: Resolution 24-65 - FDOT Local Agency Program Agreement for the Manatee Elementary Sidewalk Safe Routes to School Project
Resolution 24-65 and Agreement

v) Public Works & Utilities: Resolution 24-66 - Revised FDOT Local Agency Program Agreement for Southern Parkway Improvements
Resolution 24-66 and Agreement

w) Purchasing: City Centre Capacity Analysis for Sanitary and Water Systems
Capacity Analysis at City Centre Project and Proposal
Continuing Service Agreement with Jacobs Engineering Group

x) Purchasing: Guaranteed Maximum Price (GMP) Addendum to Agreement for Construction Manager at Risk (CMAR) Services for The City of Bradenton Police Department Headquarters Project
GMP Addendum for BPD Headquarters

y) Purchasing: Recommendation for Award for RFR 24-002EJ Elevated Water Tank Maintenance
24-002EJ Notice of Recommended Award
Utility Service Co., Inc. Completed Bid Package

z) Purchasing: Recommendation for Award for RFP-24-009MK Biosolids Hauling and Disposal Services

24-009MK Notice of Recommended Award

Synagro Technologies, Inc. Completed Bid Package

aa) Purchasing: Second Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

Second Extension of PB20-041MK with Thatcher Chemical

ab) Purchasing: Second Contract Extension of PB-22-042MK with Biosafe Systems, LLC

Second Extension of PB22-042MK with Biosafe Systems

ac) Purchasing: Second Contract Extension of PB-22-043MK with Univar Solutions USA Inc.

Second Extension of PB22-043MK with Univar Solutions

9. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH

Anyone wishing to address City Council during the following public hearings will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24-42 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1851 TO ALLOW FOR THE EXPANSION TO AN EXISTING SPECIAL USE FOR A SCHOOL IN THE T4- R (GENERAL URBAN RESTRICTED) ZONING DISTRICT FOR PROPERTY LOCATED AT 1011 21ST STREET EAST (PARCEL ID 1359400059) BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution 24-42

SU.24.1851 Application

SU.24.1851 Staff Report

SU.24.1851 Presentation

b) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24-43 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1783 TO OPERATE A MEDICAL CLINIC IN THE T4-O (GENERAL URBAN OPEN) AND T-5 (URBAN CENTER) ZONING DISTRICTS FOR PROPERTY LOCATED AT 914 AND 918 14TH STREET WEST, 920 14TH STREET COURT WEST, ALSO IDENTIFIED AS PARCEL NUMBERS 4377000007, 4376500007, 4375300159, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution 24-43
SU.24.1783 Application
SU.24.1783 Staff Report
SU.24.1783 Presentation

c) Administrative Services: Community Development Block Grant (CDBG) 2024-25 Proposed Use of Funds - PUBLIC HEARING
CDBG 24-25 Use of Funds
CDBG 24-25 Project Summaries

d) Planning & Community Development: ORDINANCE 4040 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4040
Application - Ordinance 4040, Case RV.24.1517
Staff Report - Ordinance 4040, Case RV.24.1517
Presentation - Ordinance 4040, Case RV.24.1517

e) Planning & Community Development: ORDINANCE 4041 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4041
Application - Ordinance 4041, Case RV.24.1518
Staff Report - Ordinance 4041, Case RV.24.1518
Presentation - Ordinance 4041, Case RV.24.1518

f) Planning & Community Development: ORDINANCE 4042 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4042
Application - Ordinance 4042, Case RV.24.1519
Staff Report - Ordinance 4042, Case RV.24.1519
Presentation - Ordinance 4042, Case RV.24.1519

g) Planning & Community Development: ORDINANCE 4046 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4046
Application - Ordinance 4046, Case RV.24.1687

Staff Report - Ordinance 4046, Case RV.24.1687

Presentation - Ordinance 4046, Case RV.24.1687

h) Police: ORDINANCE 4047 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, RELATED TO ALCOHOLIC BEVERAGES; AMENDING SECTION 6-1 TO ADD DEFINITIONS; AMENDING SECTION 6-2 TO PROHIBIT ALCOHOLIC BEVERAGES FROM BEING SOLD, CONSUMED, OR SERVED, OR PERMITTED TO BE SERVED OR CONSUMED IN ANY ESTABLISHMENT BETWEEN THE HOURS OF 12:00 A.M. AND 7:30 A.M.; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ANY ESTABLISHMENT LICENSED UNDER THE STATE BEVERAGE LAWS THAT DESIRES TO REMAIN OPEN FOR THE PURPOSE OF SALE, SERVICE, OR CONSUMPTION BETWEEN THE HOURS OF 12:00 A.M. AND 2:30 A.M. TO APPLY FOR AN AFTER MIDNIGHT PERMIT; ADDING PROVISIONS FOR THE APPLICATION REQUIREMENTS AND FEE; PROVIDING FOR REGULATIONS RELATING TO THE AFTER MIDNIGHT PERMIT; PROVIDING FOR CONDITIONS TO BE IMPOSED ON THE AFTER MIDNIGHT PERMIT; PROVIDING FOR SUSPENSION AND REVOCATION OF THE AFTER MIDNIGHT PERMIT; PROVIDING FOR THE APPOINTMENT OF A HEARING OFFICER TO RULE ON SUSPENSION AND REVOCATION OF AFTER MIDNIGHT PERMITS; PROVIDING FOR ENFORCEMENT; AMENDING CHAPTER 6, TO ADD A NEW SECTION 6-7 ESTABLISHING EVIDENCE OF PROSECUTION OF VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4047

i) Planning & Community Development: ORDINANCE 4048 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, & 6, TURNER'S PLAT OF BRADENTOWN, RECORDED IN PLAT BOOK 1, PAGE 184, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, GENERALLY LOCATED NORTH OF 3RD AVENUE WEST, EAST OF 12TH STREET WEST, AND WEST OF 10TH STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4048
Application - Ordinance 4048, Case RV.24.2186
Staff Report - Ordinance 4048, Case RV.24.2186
Presentation - Ordinance 4048, RV.24.2186

j) Legal: ORDINANCE 4049 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-86 OF THE CITY'S CODE OF ORDINANCES TO ADD DEFINITIONS; AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), 70-92(H), and 70-92(I); REQUIRING PRIVATE LATERALS AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING PRIVATE LATERAL AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE PRIVATE LATERALS; REQUIRING THE OWNER OR OPERATOR OF A PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM TO REPAIR OR REHABILITATE SUCH SYSTEMS TO ABATE EXCESSIVE INFLOW AND INFILTRATION; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4049

10. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) Event Review Committee: Caddy's Half Marathon
Caddy's Half Marathon Application and Site Plan
b) Public Works & Utilities: Memorandum of Understanding with Keep Manatee Beautiful
MOU with Keep Manatee Beautiful
c) City Administration: Health Insurance Renewal for Fiscal Year 2025
d) Purchasing: PB-24-025EJ Agreement with RedSpeed Florida, LLC
PB 24-025EJ with RedSpeed Florida LLC

11. UNFINISHED BUSINESS

a) City Administration:

Authorization for Police Athletic League (PAL) and City Partnership
b) City Administration: Master Development and Purchase Agreement between the City of Bradenton and Vias at Bradenton, LLC.
Master Development and Purchase Agreement between City of Bradenton and Vias at Bradenton, LLC
c) City Administration: Capital Projects Funding Update

12. COUNCIL REPORTS

13. DEPARTMENT HEAD REPORTS

14. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing

feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Resolution

AGENDA SECTION: **TIME CERTAIN PUBLIC HEARING**

SUBJECT: Resolution 24-57 - PUBLIC HEARING
A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA RELATING TO THE ISSUANCE BY ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE BONDS FOR THE BENEFIT OF PRESBYTERIAN RETIREMENT COMMUNITIES, INC. AND CERTAIN OTHER CORPORATIONS AFFILIATED WITH IT PURSUANT TO AN EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF BRADENTON AND OTHER PUBLIC BODIES; GRANTING HOST APPROVAL PURSUANT TO THE INTERNAL REVENUE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

Presbyterian Retirement Communities, Inc. (PRC) has asked Orange County Health Facilities Authority (OCHFA) to issue its Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024 (the Bonds) in one or more installments or series (i) to refund certain outstanding OCHFA bonds issued for PRC and certain bonds issued by Polk County Industrial Development Authority for Florida Presbyterian Homes, Inc. (a proposed new member of the PRC obligated group) and (ii) to provide new money for various capital projects of the PRC obligated group, including PRC's two Bradenton continuing care

retirement communities—Westminster Manor and Westminster Point Pleasant. The Bonds will be issued under an existing interlocal agreement with the City of Bradenton (the City). Under the Internal Revenue Code the Bonds need "host approval" from the City. The resolution gives that host approval. The Bonds are not a debt of the City.

Adoption by the City of the resolution should be considered after the public hearing.

FINANCIAL IMPACT:
The Bonds are not a debt of the City.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 24-57.

ATTACHMENTS:
Resolution 24-57

RESOLUTION NO. 24-57

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA RELATING TO THE ISSUANCE BY ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE BONDS FOR THE BENEFIT OF PRESBYTERIAN RETIREMENT COMMUNITIES, INC. AND CERTAIN OTHER CORPORATIONS AFFILIATED WITH IT PURSUANT TO AN EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF BRADENTON AND OTHER PUBLIC BODIES; GRANTING HOST APPROVAL PURSUANT TO THE INTERNAL REVENUE CODE; AND PROVIDING FOR AN EFFECTIVE DATE;

BE IT RESOLVED BY THE CITY OF BRADENTON, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended and other applicable provisions of law.

SECTION 2. FINDINGS.

A. Presbyterian Retirement Communities, Inc. ("PRC"), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc. and Westminster Shores, Inc. (collectively, the "Obligated Group") each has represented that it is a not-for-profit corporation organized and existing under the laws of the State of Florida and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). PRC has represented that (i) additional not-for-profit corporations which are organizations described in Section 501(c)(3) of the Code and which are affiliated with PRC may be added to the Obligated Group and (ii) Florida Presbyterian Homes, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida and described in Section 501(c)(3) of the Code, is expected to become a member of the Obligated Group upon issuance of the Bonds defined below.

B. PRC owns (i) Westminster Manor, a 151-residential unit, 49-assisted living unit and 59 skilled nursing bed facility and (ii) Westminster Point Pleasant, a 244-residential unit, 62-assisted living unit and 120 skilled nursing bed continuing care retirement community. Both facilities are located within the jurisdiction of the City of Bradenton, Florida (the "City").

C. The Obligated Group desires to finance, refinance and reimburse the cost of acquisition, construction, improvement and equipping various continuing care retirement communities owned, operated and maintained by the Obligated Group, including Westminster Manor and Westminster Point Pleasant. The Obligated Group desires to (i) refund the outstanding Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 (which financed or refinanced capital improvements at Westminster Manor and Westminster Point Pleasant) and refund the outstanding Polk County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2010A and Series 2015 (collectively, the "Refunded Bonds"); and (ii) reimburse and finance certain capital expenditures for infrastructure replacements, updates and other capital improvements to Westminster Manor and Westminster Point Pleasant and to facilities located in counties other than the City (together with the refunding described in clause (i) above,

the "Project"). The Obligated Group further has requested that financing of the Project be from debt issued by the Orange County Health Facilities Authority (the "Issuer") in conjunction with that certain interlocal agreement dated as of November 14, 2021 among the Issuer, the City and other public entities relating to bonds issued for the benefit of the Obligated Group.

D. The Obligated Group represents that the Issuer has received an application from PRC requesting that the Issuer issue not to exceed $95,000,000 of the Issuer's Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024 (in one or more installments or series pursuant to a plan of financing, the "Bonds") to refinance and finance (including reimbursement) the Project.

E. In order to satisfy the requirements of Section 147(f) of the Code, a public hearing was held by the City on the date hereof upon reasonable public notice published in a newspaper of general circulation in the City no less than seven days prior to the scheduled date of such public hearing, at which hearing members of the public were offered reasonable opportunity to be heard on all matters pertaining to the Project and to the issuance of the Bonds. The public hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bonds and the use of the proceeds therefrom on the Project, and was held in a location which, under the facts and circumstances, was convenient for residents of the City. The notice was reasonably designed to inform residents of the City, of the proposed issue, stated that the issuer of the Bonds would be the Issuer, stated the time and place for the hearing, and contained the information required by the Code. The seven-day period was adequate for notice to be brought to the attention of all interested persons and provided sufficient time for interested persons to prepare for and express their views at such hearing and meeting.

F. The City has made no investigation as to the creditworthiness of the Obligated Group or as to the investment quality of the Bonds and neither the investors, the underwriters or the Issuer should rely upon the City with regard to any such determinations. The City has not reviewed nor participated in the preparation of any offering materials with respect to the issuance of the Bonds by the Issuer.

SECTION 3. AUTHORIZATION OF FINANCING OF THE PROJECT. The financing of the Project through the issuance of the Bonds by the Issuer is hereby approved for the purposes of satisfaction of Section 147(f) of the Code, including host approval per Section 147(f)(2) of the Code.

SECTION 4. IMPACT OF PROJECT. The City has coped, and will be able to continue to cope, satisfactorily with the impact of the Project that is located in the City and will be able to provide, or cause to be provided when needed, the public facilities in the City, including utilities and public services, that are necessary for such Project. Notwithstanding any provisions to the contrary contained herein, the City will not incur any obligation (financial or otherwise) to provide such public facilities, utilities and services by virtue of this Resolution.

SECTION 5. NO ENDORSEMENT. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Obligated Group or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) an approval of any necessary rezoning applications or an approval or acquiescence to the alteration of existing zoning or land use or an approval for any other regulatory permits relating to the Project; and the City shall not be construed by reason of adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the City from asserting any rights or responsibilities it may have in such regard. Further, the approval by the City of the issuance of the Bonds by the Issuer shall not be

construed to obligate the Board to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the financing or refinancing of the Project, and the Issuer shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 24th DAY OF JULY, 2024.

CITY OF BRADENTON, FLORIDA

By:_____
Gene Brown,
Mayor

Attest:

By:_____
Tamara Melton,
City Clerk

APPROVED AS TO FORM:

_____
Scott E. Rudacille,
City Attorney

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
143567	568174	Print Legal Ad-IPL01807840 - IPL0180784		$368.64	4	70 L

Attention: Amber Penagos

Rogers Towers, P.A.
1301 Riverplace Blvd Suite 1500
Suite 1500
Jacksonville, FL 32207
rharkness@rtlaw.com

NOTICE OF PUBLIC HEARING AND PUBLIC MEETING

NOTICE IS HEREBY GIVEN that a public hearing will be held on the 24th day of July, 2024 at 8:30 a.m. or as soon thereafter as may be heard at 101 Old Main Street West, Bradenton, Florida 34205 by the City Council of the City of Bradenton, Florida (the "City of Bradenton") relating to the issuance by the Orange County Health Facilities Authority (the "Issuer") of the Issuer's Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024, pursuant to a plan of finance described herein in one or more installments or series in an aggregate principal amount not to exceed $95,000,000 (collectively, the "Bonds") for the purpose of financing and refinancing (including through reimbursement): (i) the acquisition, development, construction, equipping, furnishing and improvement of capital projects for continuing care retirement communities located in the City of Bradenton, Florida, Leon County, Florida, Orange County, Florida, St. Johns County, Florida and the City of St. Petersburg, Florida (as further defined and described below, the "Facilities"), (ii) the refunding of certain bonds described below and (iii) the payment of certain costs of issuance of the Bonds (collectively, the "Project"). The Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The Obligated Group is composed of Presbyterian Retirement Communities, Inc. ("PRC"), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc. and Westminster Shores, Inc. Florida Presbyterian Homes, Inc. ("FPH") is expected to be admitted to the Obligated Group upon the issuance of the Bonds. It is the intention of the Obligated Group and the Issuer that the first series of Bonds will be issued no later than one year from the date of approval of the plan of finance described herein.

The Facilities consist of the following: (a) Infrastructure replacements, updates and other capital improvements at Westminster Manor, 1700 21st Ave West, Bradenton, Florida 32405 and Westminster Point Pleasant, 1533 Fourth Avenue, Bradenton, Florida 34205 in an amount not to exceed $8,000,000 and, at Westminster Point Pleasant, the replacement of sanitary sewer stacks at an estimated cost of $8,000,000. Both of these Facilities are owned by PRC. (b) The construction and equipping of a new lifelong learning center and infrastructure replacements, updates and other capital improvements at Westminster Winter Park, 1111 South Lakemont Avenue, Winter Park, Florida 32792 in an amount not to exceed $11,000,000 and infrastructure replacements, updates and other capital improvements at Westminster Towers, 70 West Lucerne Circle, Orlando, Florida 32801 in an amount not to exceed $6,000,000. Both of these Facilities are owned by PRC. (c) Infrastructure replacements, updates and other capital improvements at Westminster Woods on Julington Creek, 25 State Road 13, Jacksonville, Florida 32259 (located in Fruit Cove in St. Johns County) in an amount not to exceed $20,000,000. This Facility is owned by Wesley Manor, Inc. and PRC. (d) The construction and equipping of a new lifelong learning center, new villa homes and apartments and other replacements, updates and capital improvements at Westminster St. Augustine, the main office for the campus being located at 235 Towerview Drive, St. Augustine, Florida 32092 and property to the south that is contiguous to the Westminster St. Augustine community on the southern side of the retention pond in an amount not to exceed $23,500,000. This Facility is owned by Westminster Pines, Inc. (e) Infrastructure replacements, updates and other capital improvements at Westminster Shores, 125 56th Avenue South, St. Petersburg, Florida 32705 in an amount not to exceed $4,000,000. This Facility is owned by Westminster Shores, Inc. (f) The replacement of the Palm View building's windows and façade and other capital improvements at Westminster Palms, 939 10th Avenue N, St. Petersburg, Florida 33701 in an amount not to exceed $12,000,000. This Facility is owned by Palm Shores Retirement Community, Inc. (g) The construction and equipping of a new memory care building and infrastructure replacements, updates and other capital improvements at Westminster Suncoast, 1095 Pinellas Point Dr. S, St. Petersburg, Florida 33705 in an amount not to exceed $14,000,000. This Facility is owned by Suncoast Manor Retirement Community, Inc.

The bonds to be refunded are as follows: (a) The Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 presently outstanding in the aggregate principal amount of $29,850,000 (the "2014 Bonds"). The 2014 Bonds financed renovations at Westminster Manor, 1700 21st Avenue West, Bradenton, Florida 32405, elevator modernization at Westminster Towers in Orlando at the above address, construction of residential building units and refurbishing of related common areas and converting assisted living units to skilled nursing/rehabilitation units at Westminster Woods on Julington Creek at the above address, construction of residential units and a parking structure at Westminster Oaks, 4449 Meandering Way, Tallahassee, Florida 32308, construction of residential units at Westminster Shores at the address above, refurbishing of common areas and a new roof and window replacements at the Shores building at Westminster Point Pleasant, 1533 4th Avenue W, Bradenton, Florida 34205. The 2014 Bonds also refunded the St. Johns County Industrial Development Authority First Mortgage Revenue Bonds (Presbyterian Retirement Communities Project), Series 2004A and Series 2004B (collectively, the "2004 Bonds"). The 2004 Bonds financed capital additions and improvements at Westminster Oaks (owned by PRC) and other Facilities owned by the Obligated Group. (b) The Polk County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2010A and Series 2015 outstanding as of May 15, 2024 in the aggregate principal amount of $14,403,681.17 (the "FPH Bonds"). The FPH Bonds financed renovations at FPH, 16 Lake Hunter Drive, Lakeland, Florida 33803. The FPH Bonds also financed the construction of assisted living apartments, independent living units and executive office space as well as an apartment building located at 320 Cannon Street, Lakeland, Florida 33803, the expansion, renovation and equipping of a two-story skilled nursing facility at 909 South Lakeside Drive, Lakeland, Florida 33803 and acquisition, construction and renovation of multiple independent living units at 824/826, 828/830 and 829 Lakeside Court, Lakeland, Florida 33803 – all owned by FPH.

The Bonds and the interest thereon will be limited obligations of the Issuer payable solely from (i) loan payments to be made by the Obligated Group and (ii) other moneys pledged therefor under the financing documents for the Bonds. The Bonds will not constitute a general indebtedness or a charge against the general credit of the Issuer. Neither the faith nor credit of the Issuer, the City of Bradenton, the State of Florida, or any political subdivision or municipality thereof, will be pledged to the payment of the principal of or interest on the Bonds and the Bonds shall not constitute a debt, liability or obligation of the Issuer, the City of Bradenton, the State of Florida, or any political subdivision or municipality thereof. The Issuer has no taxing power.

The public hearing held by the City of Bradenton is required by Section 147(f) of the Code. Any person interested in the proposed issuance of the Bonds may be heard as described below. Subsequent to the public hearing, the City Council of the City of Bradenton, Florida (the "Council") will consider whether to approve the Bonds, as required by Section 147(f) of the Code.

The public hearing held by the City of Bradenton will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the issuance of the Bonds. All interested persons are invited to attend this hearing and, either personally or through their representative, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the Project, particularly the Facilities located in the City of Bradenton.

Written comments may also be submitted to the City of Bradenton by mail to the attention of the City Clerk, Tamara Melton, 10 Old Main Street West, Bradenton, Florida 34205; cityclerk@cityofbradenton.com. Additional information can be obtained from that office.

Pursuant to Section 286.0105, Florida Statutes, as amended, the City of Bradenton hereby advises that if any person decides to appeal any decision made by the City of Bradenton with respect to any matter considered at such public hearing and meeting, such person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency publishing this notice no later than seven days prior to the proceeding at the address given in this notice or by calling the City Clerk, Tamara Melton, 101 Old Main Street West, Bradenton, Florida 34205, telephone: (941) 932-9461.

DATED: June 30, 2024.
By: CITY OF BRADENTON, FLORIDA
IPL0180784
Jun 30 2024

THE STATE OF TEXAS
COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
1 insertion(s) published on:

06/30/24

THE STATE OF FLORIDA
COUNTY OF MANATEE

Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Crystal Trunick

Sworn to and subscribed before me this 9th day of July in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
143567	567332	Print Legal Ad-IPL01804270 - IPL0180427		$368.64	4	70 L

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Rogers Towers, P.A.
1301 Riverplace Blvd Suite 1500
Suite 1500
Jacksonville, FL 32207
rharkness@rtlaw.com

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DATED: June 25, 2024.
By: CITY OF BRADENTON, FLORIDA
IPL0180427
Jun 25 2024

THE STATE OF TEXAS
COUNTY OF DALLAS

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1 insertion(s) published on:

06/25/24

THE STATE OF FLORIDA
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Crystal Trunick

Sworn to and subscribed before me this 25th day of June in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: State of the Bay by David Tomasko, Ph.D., Executive Director, Sarasota Bay Estuary Program

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-56 - Defining Department Heads, Florida State Retirement Senior Management Class, and Merit Board Exempt employees

SUGGESTED ACTION: Approve resolution defining Department Heads, Florida State Retirement Senior Management Class and Merit Board Exempt employees.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton has Department Head positions as established by its City Council and has designated specific employees as Senior Management Class for Florida State Retirement purposes. The Code of Ordinances designates certain employees as "exempt" from the City's Merit Personnel System and it is the desire of the City to clarify and memorialize the positions included in the above categories. The positions included in the Florida State Retirement Senior Management Service Class have been advertised pursuant to Section 121.055(1), Fla. Stat.

FINANCIAL IMPACT:
n/a

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by the City's Attorney Scott Rudacille and Labor Attorney Greg Hearing.

SUGGESTED MOTION:
Motion to approve Resolution 24-56.

ATTACHMENTS:
Resolution 24-56

CITY OF BRADENTON

RESOLUTION NUMBER 24-56

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, DEFINING DEPARTMENT HEADS, FLORIDA STATE RETIREMENT SENIOR MANAGEMENT CLASS, AND MERIT BOARD EXEMPT EMPLOYEES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has Department Head positions as established by its City Council; and

WHEREAS, the City Council of the City of Bradenton has designated specific employees as Senior Management Class for Florida State Retirement purposes; and

WHEREAS, the City of Bradenton Code of Ordinances designates certain employees as "exempt" from the City's Merit Personnel System; and

WHEREAS, it is the desire of the City to clarify and memorialize the positions included in the above categories; and

WHEREAS, the positions included in the Florida State Retirement Senior Management Service Class have been advertised pursuant to Section 121.055(1), Fla. Stat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, as follows:

1. Department Heads are hereby defined as: Police Chief, Fire Chief, City Clerk, Planning & Community Development Director, Public Works & Utilities Director, Administrative Services Director, IT Director, and Finance Director.

2. Florida State Retirement Senior Management Class includes: City Administrator, Chief Operating Officer, City Clerk, Planning & Community Development Director, Public Works & Utilities Director, Administrative Services Director, Finance Director, Human Resources Manager, Policy, Planning & Procedures Administrator, IT Director, and Police Legal Advisor/Administrative Services Division Assistant Director.

3. The following positions are exempt from the Merit Personnel System: All Department Heads, Assistant Department Directors, and Managers and managerial-level employees who report directly to a Department

Head or Assistant Department Director, Personnel Director a/k/a Human Resources Manager, and Administrative Aide to the Mayor.

4. This Resolution shall repeal and replace all prior resolutions in conflict herewith.

5. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

ATTEST:

TAMARA MELTON CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

4820369v1

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Facilities Agreement with HCA-Florida Blake Hospital

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The purpose of the agreement is to allow the City to utilize portions of Blake Hospital during a weather event, should a storm threaten before the construction at PSOC is finished.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the Facilities Agreement with HCA-Florida Blake Hospital.

ATTACHMENTS:
Facilities Agreement with HCA-Florida Blake Hospital

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (this "**Agreement**") is made and entered into the 24th day of July, 2024, **between HCA-FLORIDA BLAKE HOSPITAL** ("**Owner**") and the **CITY OF BRADENTON**, a municipality organized and existing under the laws of the State of Florida ("**City**").

WITNESSETH:

WHEREAS, Owner is the owner of certain land together with the improvements thereon known as HCA-Florida Blake Hospital, located at 2020 59th Street West, Bradenton, Florida 34209 (the "**Hospital**"); and

WHEREAS, Owner has agreed to allow City to use certain portions of the Hospital solely for the purposes described below and subject to the terms and conditions hereinafter provided.

NOW THEREFORE, in consideration of the premises, which are hereby made a part of this Agreement and not mere recitals thereto, the mutual covenants and agreements hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and City hereby agree as follows:

1. Owner hereby grants to City a temporary right to use the portions of the Hospital listed below (the "**Premises**") for the purpose indicated below, upon (1) the City initiating their hurricane plan:

Premises	Purpose
Physical Therapy Gym	Operations Command and Control
Administrative Conference Room	Secondary Operations Command and Control
Vacant Rooms in Section: 2 North	Housing/Showers
Quality / Infection Prevention Suite	Secondary Housing
Cafeteria/Kitchen	Consumption of Meals and Storage of Food

2. City shall ensure that the Premises are only used for the purpose stated in Section 1 above. City shall not disrupt or interfere with the use of the Hospital by any other parties to whom Owner has previously granted the right to use or occupy portions of the Hospital. City will relinquish the Premises to the Owner at least twenty-four (24) hours before the Owner requires the Premises.

3. The term of this Agreement shall commence on June 1, 2024 and shall terminate on December 31, 2024.

4. City shall obtain and keep in full force and effect at all times during the use of the Premises all licenses, permits and approvals required with respect to its activities on or about the Premises. City shall at all times comply with all applicable laws, rules and ordinances of any government agency or authority with respect to its activities on or about the Premises and the Hospital.

5. City shall not make any alterations, additions, or improvements to the Premises without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion. City agrees not to suffer, commit, or allow to be committed any waste on the Premises.

6. City shall not suffer, commit or allow to be committed any release of any pollutants, contaminants, or hazardous substances regulated by any federal, state or local law, rule or ordinance, including, without limitation, petroleum or petroleum products of any kind ("**Hazardous Substances**") in, or about any portion of the Premises or the Hospital.

7. Owner may terminate this Agreement and the rights created hereby if City breaches any of the terms or conditions of this Agreement and fails to cure the breach within twenty-four (24) hours after written notice of such breach from Owner.

8. Upon expiration or termination of this Agreement for any reason, City shall leave the Premises neat and clean and in the same condition the Premises were in on the day the City occupied the Premises, free of all trash, litter, garbage, refuse and debris generated or brought onto the Premises by City or City's guests, agents, or employees.

9. City shall have neither the power nor the right to assign to any party this Agreement or the right of access to all or any portion of the Premises. This Agreement creates a limited, temporary license and right of access only and does not create an easement or otherwise convey to City any interest in the Premises of the Hospital.

10. The City is self-insured as authorized by Florida statute for liability arising from its operations or the acts or omissions of its officers, employees or agents. City acknowledges

that City assumes all risk of loss or damage to its personal property and equipment which it may bring on to the Premises, and that Owner shall have no liability or responsibility to City for such property or equipment. City shall be responsible for maintaining any insurance coverage on City's property which City deems necessary.

11. Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given (i) when physically received by personal delivery (which shall include the receipt of a facsimile transmission), or (ii) three (3) days after being deposited in United States certified or registered mail, return receipt requested, postage prepaid, or (iii) one (1) business day after being deposited, with, and for overnight delivery by, a nationally known commercial courier service (such as FedEx or DHL) addressed to the respective parties at the following addresses:

To Owner: HCA-Florida Blake Hospital
2020 59th Street West
Bradenton, Florida 34209
Attention: Paige Laughlin, Chief Operating Officer

To City: City of Bradenton
101 Old Main Street West
Bradenton, Florida 34205
Attention: City Clerk

Such addresses may be changed by written notice as provided in this Section.

12. City acknowledges and agrees that it will inspect the Premises and accept the Premises in its "AS-IS" condition. Owner shall have no obligation to inspect, maintain or repair the Premises, either prior to or during the term of this Agreement. City further acknowledges and agrees that Owner has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, or arising by operation of law, of, as to, concerning or with respect to the suitability of the Premises for any and all activities and uses which City may conduct thereon during the term of this Agreement. City hereby assumes all responsibility and liability under applicable law for making and keeping the Premises in a safe condition during its use thereof.

13. CITY SHALL DEFEND, INDEMNIFY, AND HOLD OWNER, ITS TRUSTEES, OFFICERS, EMPLOYEES AGENTS AND REPRESENTATIVES (THE "**INDEMNITEES**") HARMLESS OR AND FROM AND SATISFY AND DISCHARGE ANY AND ALL LOSSES, COSTS, DAMAGES, CLAIMS, EXPENSES, JUDGMENTS, SUITS, ORDERS OR DECREES, INCLUDING REASONABLE ATTORNEY'S AND LEGAL ASSISTANTS' FEES AND COSTS, ARISING OUT OF (1) ANY BREACH BY CITY OR ANY OF THE CITY PARTIES (DEFINED BELOW) OF ANY TERM OR PROVISION OF

THIS AGREEMENT OR ANY REQUIREMENT OF APPLICABLE LAW, (2) ANY HAZARDOUS SUBSTANCES ON, IN, UNDER OR AFFECTING ALL OR ANY PORTION OF THE PREMISES OR THE HOSPITAL INTRODUCED BY, OR ON BEHALF OF, CITY OR ANY PARTY ON OR ABOUT THE PREMISES OR THE HOSPITAL WITH CITY'S CONSENT, ACTUAL OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OFFICER, EMPLOYEE, AGENT, CONTRACTOR, OR INVITEE OF CITY (THE "**CITY PARTIES**"), (3) ANY DAMAGE TO HOSPITAL PROPERTY OR THE PREMISES BY CITY OR ANY OF THE CITY PARTIES, OR (4) ANY CLAIM ASSERTED BY ANY PERSON AGAINST THE INDEMNITEES FOR LOSS OF, OR DAMAGE OR INJURY TO, PERSON OR PROPERTY CAUSED BY ANY ACT, FAULT, OMISSION, OR NEGLECT OF CITY OR ANY OF THE CITY PARTIES FOR ANY REASON WHATSOEVER. Notwithstanding the foregoing, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Fla. Stat. The parties further acknowledge and agree that nothing contained herein shall be construed as a waiver of the City's sovereign immunity.

14. City shall comply with all of Owner's reasonable additional requests and obligations.

15. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement cannot be amended, except by written consent of Owner and City.

16. In connection with any litigation or court proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's and legal assistants' fees and cost prior to trial, at trial, and on appeal, in bankruptcy proceedings, and in connection with enforcing or collecting upon any judgment.

17. This Agreement is binding on the parties and their successors and assigns. All agreements, obligations and indemnifications of City contained herein shall survive the termination of this Agreement.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any action brought hereunder shall lie exclusively in Manatee County, Florida.

19. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. A facsimile or electronic copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER:

HCA-FLORIDA BLAKE HOSPITAL

By: _____
Paige Laughlin
Chief Operating Officer

CITY:

CITY OF BRADENTON, a municipality organized and existing under the laws of the State of Florida.

By: _____
Gene Brown
Mayor of the City of Bradenton

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-58 - Payroll, Timekeeping, Payroll Deduction and Direct Deposit Authorization Policy

SUGGESTED ACTION: Approve and adopt Resolution 24-58.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Fair Labor Standards Act (FLSA) requires the City of Bradenton to maintain accurate records of hours worked by non-exempt employees. This Policy will set clear expectations for employees and supervisors in the accurate tracking of time worked to ensure compliance with Labor laws.

The policy also sets forth the requirements for employees to make changes to their Direct Deposit authorization.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-58.

ATTACHMENTS:
Resolution 24-58

CITY OF BRADENTON
RESOLUTION NUMBER 24-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING PAYROLL, TIMEKEEPING, PAYROLL DEDUCTION AND DIRECT DEPOSIT AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Fair Labor Standards Act (FLSA) requires the City of Bradenton to maintain accurate records of hours worked by non-exempt employees;

WHEREAS, the City Council wishes to memorialize the timekeeping policy to set clear expectations for employees and supervisors in the accurate tracking of time worked to ensure compliance with labor laws; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby adopts the Payroll, Timekeeping, Payroll Deduction & Direct Deposit Authorization Policy;
2. Said Policy consists of 3 pages and is attached to and a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24th DAY OF JULY, 2024.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

4816995v1

CITY OF BRADENTON PAYROLL, TIMEKEEPING, PAYROLL DEDUCTION & DIRECT DEPOSIT AUTHORIZATION POLICY

Approved by City Council – Resolution 24-58 dated July 24, 2024

PURPOSE: The purpose of this policy is to provide a uniform set of guidelines and procedures to be followed when reporting payroll data and providing documentation for employee compensation and direct deposit authorization and changes.

OVERVIEW: The Fair Labor Standards Act (FLSA) requires the City to maintain accurate records of hours worked by non-exempt employees. The City of Bradenton is implementing this timekeeping policy in order to set clear expectations for employees and supervisors in the accurate tracking of time worked ensuring compliance with labor laws.

The City of Bradenton also requires that employees have their pay deposited directly into their checking/savings account at the employee's selected financial institution. Direct deposit is an efficient and secure method for delivering compensation to employees and ensures timely deposits of employee pay even when the employee is out of the office due to illness, vacation or otherwise.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the process of providing documentation for employee compensation as it relates to payroll, timekeeping, and direct deposit authorization.

DEFINITIONS:

- ***Exempt Employee***: An employee classified as exempt in accordance with the Fair Labor Standards Act and who is ineligible for overtime compensation except as provided for in the City of Bradenton Emergency Operations Implementation and Emergency Pay Policy

- ***Non-Exempt Employee***: An employee classified as non-exempt in accordance with the Fair Labor Standards Act and who is eligible for overtime compensation.

- ***Timekeeping***: The process of tracking and reporting actual hours worked and leave time.

- ***Leave Time***: Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Examples include, but are not limited to: sick, holiday, vacation, wellness, birthday or comp time.

CITY OF BRADENTON PAYROLL, TIMEKEEPING, PAYROLL DEDUCTION & DIRECT DEPOSIT AUTHORIZATION POLICY

PROCEDURES:

A. TIMEKEEPING

Pay period schedules are set up in the ERP Payroll system to establish pay period start, pay period end, and payment dates. Close coordination is required between City Departments, Human Resources, and the Payroll Administrator to ensure that accurate and timely data is entered, that all earnings and deductions are correct, and that all leave accrual balances are accurate for each employee.

All City of Bradenton employees are required to document their time worked by either manual (paper timesheets) or automated (ESS) means.

(i) ***Non-Exempt Employees***: Non-exempt employees are required to document their start and stop times using one of these two means, report all actual hours worked, and report any leave used during the pay period for which they are reporting. Employees are required to complete and submit their own timesheet. All timesheets must be signed by the employee, after verification of accuracy, in order for a direct deposit to be made. Supervisors may **ONLY** complete, submit and approve timesheets for employees who are ill, injured, or otherwise unable to complete them in a timely manner to avoid a lapse in compensation to the employee.

Those employees using timesheets must submit their timesheet at the end of each pay period to the Department Director or designee, after verifying for accuracy and signing. The Department Director or designee will then complete the payroll entry in the ERP Payroll system.

(ii) ***Exempt Employees***: are expected to work until all necessary tasks are completed, even when this exceeds 40 hours per week. They do not earn overtime, except as provided for in the City of Bradenton Emergency Operations Implementation and Emergency Pay Policy. They must note any exceptions to their normal work week, such as vacation or sick leave, and report their time accordingly each pay period in the ERP Payroll system.

Each Departments approving manager, or designee shall review and approve via the ERP Payroll system workflow that each employee's reported time is accurate.

The falsification by an employee of any payroll record, is a violation of the policy of the City of Bradenton and may result in disciplinary action up to and/or including termination of employment. It is **NOT** a violation for a supervisor, manager, or Department Director to make corrections to payroll records during the approval workflow process to ensure accuracy and compliance with City policy.

B. Payroll Deduction & Direct Deposit Authorization

At new hire orientation, all new employees will be provided with a W-4 form and a Direct Deposit Authorization Form. The Human Resources Department will be responsible for collecting and forwarding these forms to the Payroll Administrator. Human Resources will answer any questions about direct deposit and will provide assistance completing the forms, as necessary.

The initial pay or change to a Direct Deposit for an employee may be provided by paper check to allow sufficient time for the direct deposit information to be processed by the employee selected banking institution. Paper checks will be provided by the Payroll Administrator to the Human Resources Department for distribution to the employee.

The Payroll Administrator will be responsible for processing the information from the W-4 and Direct Deposit Authorization forms into the ERP payroll system timely and accurately, and updating any such information when an employee provides updated W-4 or Direct Deposit Authorization forms.

The City of Bradenton will not be liable for any incorrect withholding deductions or submission of direct deposit to incorrect accounts caused by an employee's failure to provide accurate and current information to the Human Resources Department. Employees are solely responsible for notifying the Human Resource Department of any changes in their withholding deductions, or banking information. **Failure to timely notify the Human Resources Department may result in a delay of payment to the employee.**

Changes in Direct Deposit Authorization forms will only be accepted by hand delivery by the requesting employee to the Human Resources Department. After verifying employee identification and reviewing accuracy of account information with the employee, the Human Resources Department will forward the Direct Deposit Authorization Form to the Payroll Administrator for processing.

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AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Public Market

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A special event application requesting approval for the Bradenton Public Market to be held on Saturdays from October 5, 2024 through May 31, 2025 on the Old Main Street area. The market offers free admission with an expectation of 2,500 in attendance.

Event Review Committee recommends approval with the following stipulations: 1 Bradenton Police Department Extra Duty Officers onsite, no Third Avenue West closure on DeSoto Grand Parade Day (4/26/25) and compliance of all City of Bradenton Special Event Guide standards.

SUGGESTED MOTION:
Motion to approve the Bradenton Public Market events with the recommended stipulations from staff.

ATTACHMENTS:
Bradenton Public Market Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 5/14/2024

Contact Name: Andrea Knies

Contact Phone 1: 941-301-8445

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 941-405-6919

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Bradenton Public Market

Event Date: Saturdays, October 5, 2024 - May 31, 2025

Purpose of Event: Activate Old Main Street. Support local small business.

Description of Event: Market of local vendors with musicians.

Event Location: Old Main Street

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup		Saturdays	6am	9am	
Event Day 1		Saturdays	9am	2pm	2500
Event Day 2					
Event Day 3					
Break Down		Saturdays	2pm	3pm	

Number of years event has been held: 12

Past Attendance: 2000-3000

(03/2022)

Is there a fee to attend the event? Yes [No] Is the event open to the public? [Yes] No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	100	Old Main Street, 3rd Ave, 4th Ave

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes [No]

Will the event require electricity? [Yes] No Type of electrical power: Power Boxes

Will a generator be used? [Yes] No Size of generator: _____

Will gas equipment be used? [Yes] No Type of fuel source: _____

Vendor Information

Will the event offer food? [Yes] No

Where will the food be prepared? On site and off site

Will cooking equipment be used? [Yes] No

Method/type of cooking equipment

[Charcoal grills] [Food trucks] [Fryers] [Propane grills] [Warmers/Sternos]

Will there be alcohol at the event? Yes [No]

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [Yes] No

Will amplified sound equipment be used? [Yes] No

Will musical entertainment be used? [Yes] No

Please describe any type of entertainment and sound equipment.

Solo musicians amplified by small amp.

Are fireworks planned? Yes [No] Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes [No]

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Andrea Knies, applicant/event organizer for Public Market (event), scheduled for (date&hours), Sats, 10/05/24 - 5/31/2025, from 9am to 2pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer	Realize Bradenton Organization
Andrea Knies Typed or Printed Name and Title	5/14/2024 Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer	Realize Bradenton Organization
Andrea Knies Typed or Printed Name and Title	5/14/2024 Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Andrea Knies

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-301-8445/941-405-6919 (c) Email: andrea@realizebradenton.com

Name of Event: Bradenton Public Market

Start Date: Saturdays, Oct 5, 2024 End Date: May 31, 2025 Start Time: 6am End Time: 3pm

Proposed roads to close (specific locations, include map):

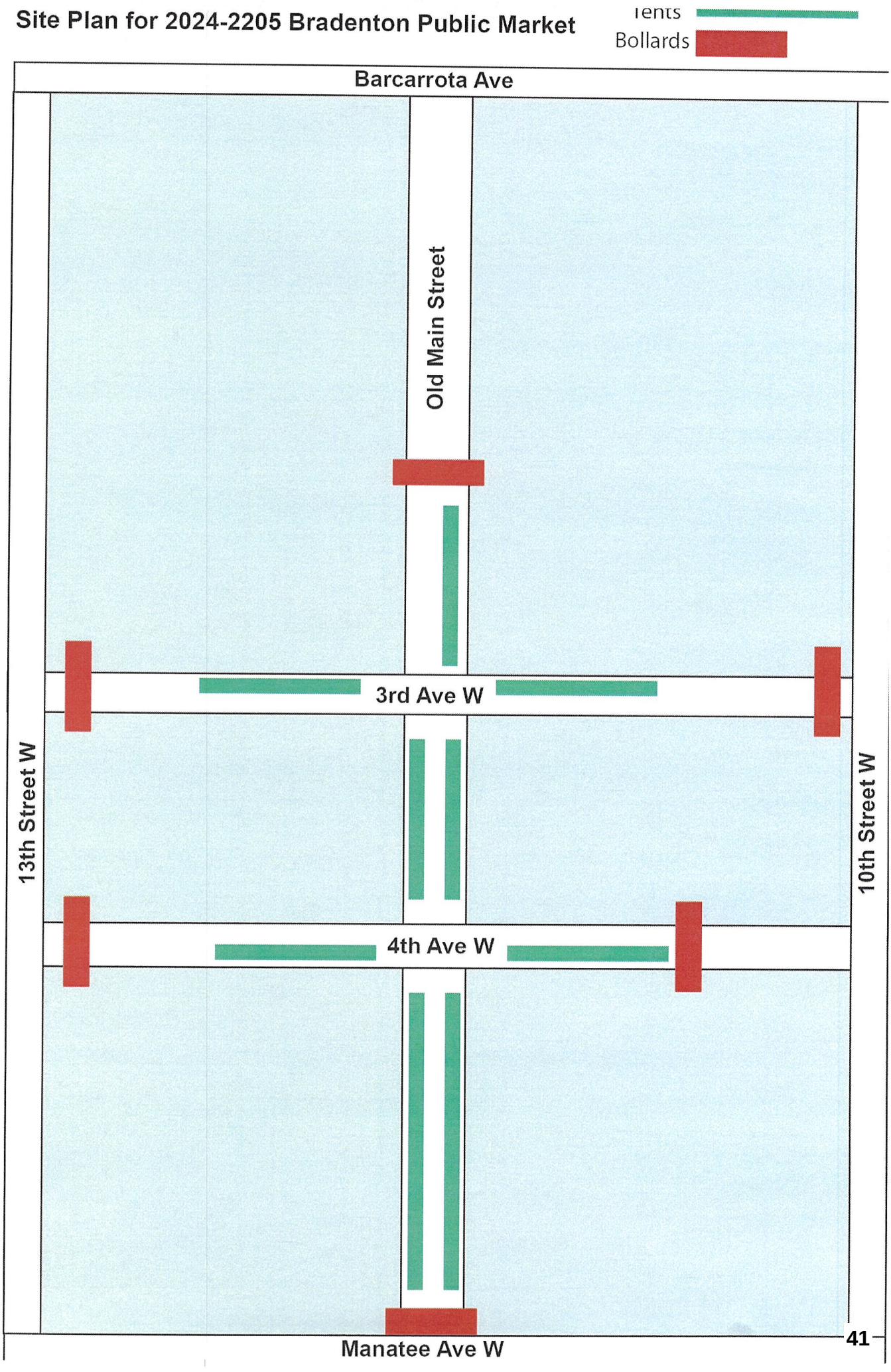
Old Main Street from Manatee Ave to Westminster
3rd Ave W from Parking Garage to 13th St W
4th Ave W from Parking lot to 13th St W

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

Site Plan for 2024-2205 Bradenton Public Market



AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: LECOM 5K Run the Green Bridge (Regatta Day)

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A special event application requesting approval for the LECOM 5K Run the Green Bridge to be held in conjunction with the Bradenton River Regatta on February 22, 2025. The 5K Run and 1-Mile Fun Run will help promote fitness and encourage healthy lifestyles.

The event has an expectation of 400-800 participants.

The Event Review Committee recommends approval with the following stipulations: Approval letter from Mike Fetchko representing the Bradenton River Regatta, three Bradenton Police Department Extra Duty Officers onsite and compliance of all COB Special Event Standards.

SUGGESTED MOTION:
Motion to approve the event with the recommended staff stipulations.

ATTACHMENTS:
LECOM 5K Run the Green Bridge Application and Site Plan

bradenton

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Lake Erie College of Osteopathic Medicine -Bradenton Date of Application: 05/06/2024

Contact Name: Santiago Lorenzo, Ph.D. Contact Phone 1: 214-562-0719

Contact Email: slorenzo@lecom.edu Contact Phone 2: 941-782-5974

Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Event Information

Name of Event: LECOM 5k Run the Green Bridge Event Date: 02/22/2025

Purpose of Event: Fitness event to encourage healthy lifestyles

Description of Event: 5k Race and 1-mile Fun Walk/Run

Event Location: Downtown Bradenton (start/finish 15th St W and 4th Ave W), over the Green Bridge and back.
In conjunction with the Bradenton Area River Regatta

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	02/22/2025	Saturday	6:00 am	8:00 am	15-20
Event Day 1	02/22/2025	Saturday	8:00 am	11:00 am	400-800
Event Day 2					
Event Day 3					
Break Down	2/22/2025	Saturday	11:00 am	12:00 pm	15-20

Number of years event has been held: 2 Past Attendance: 500

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	6-8	Start/Finish Line

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? **No**

Will the event require electricity? **Yes** Type of electrical power: _____

Will a generator be used? **No** Size of generator: _____

Will gas equipment be used? **No** Type of fuel source: _____

Vendor Information

Will the event offer food? **Yes**

Where will the food be prepared? Snacks, fruit and breakfast items. No preparation or cooking on site

Will cooking equipment be used? **No**

Method/type of cooking equipment

Warmers/Sternos

Will there be alcohol at the event? **No**

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? **Yes**

Will amplified sound equipment be used? **Yes**

Will musical entertainment be used? **Yes**

Please describe any type of entertainment and sound equipment.

Radio DJ and music at the Start/Finish Line

Are fireworks planned? **No** Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? **No**

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? **Yes**

Solid Waste Service? **Yes**

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? **Yes**

Please indicate how many and location on required site plan.

Sanitary facilities will already be in place for the Regatta

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? **Yes** Note: Please complete the Street Closure Form.

May not need any additional street closures that what is already planned for the Regatta

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Santiago Lorenzo, applicant/event organizer for LECOM 5k Run the Green Bridge (event), scheduled for (date&hours), 02/22/2025, from 8:00 am to 11:00 am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Lake Erie College of Osteopathic Medicine -Bradenton
Organization

Santiago Lorenzo, Ph.D.
Typed or Printed Name and Title

05/06/2024
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide.

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer

Lake Erie College of Osteopathic Medicine -Bradenton
Organization

Santiago Lorenzo, Ph.D.
Typed or Printed Name and Title

05/06/2024
Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Santiago Lorenzo

Name of Organization: Lake Erie College of Osteopathic Medicine -Bradenton

Street Address: 5000 Lakewood Ranch Blvd.

City: Bradenton State: FL Zip: 34211

Telephone: 214-562-0719 Email: slorenzo@lecom.edu

Name of Event: LECOM 5k Run the Green Bridge

Start Date: 02/22/2025 End Date: 02/22/2025 Start Time: 6:00 am End Time: 11:00 am

Proposed roads to close (specific locations, include map):

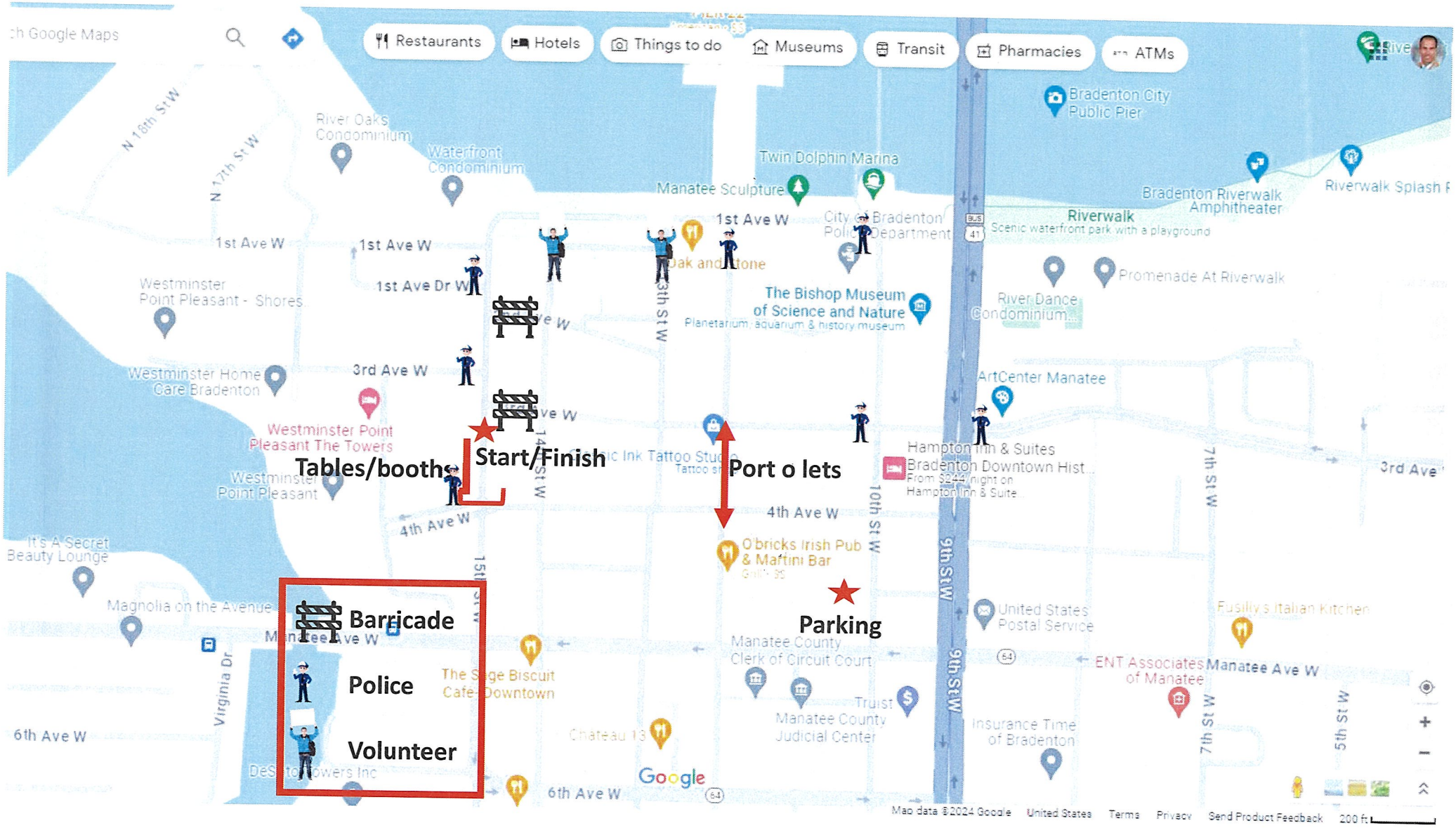
Approved race route from 2024 attached with the appropriately marked road closures

Proposed detour route (include alternative road and map):

Additional notes and comments:

This event is being planned in conjunction wih the Bradenton River Regatta and alongside Mike Fetchko

(03/2022)


Barricade
Police
Volunteer
Tables/booths
Start/Finish
Port o lets
Parking
Restaurants
Hotels
Things to do
Museums
Transit
Pharmacies
ATMs
Bradenton City Public Pier
Riverwalk
Scenic waterfront park with a playground
Bradenton Riverwalk Amphitheater
Twin Dolphin Marina
Manatee Sculpture
River Oaks Condominium
Waterfront Condominium
Westminster Point Pleasant - Shores
Westminster Home Care Bradenton
Westminster Point Pleasant The Towers
Westminster Point Pleasant
The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
Promenade At Riverwalk
River Dance Condominium...
ArtCenter Manatee
Hampton Inn & Suites Bradenton Downtown Hist...
From $244/night on Hampton Inn & Suite...
O'bricks Irish Pub & Martini Bar
United States Postal Service
Fusilly's Italian Kitchen
ENT Associates of Manatee
Manatee County Clerk of Circuit Court
Manatee County Judicial Center
Truist
Insurance Time of Bradenton
The Siege Biscuit Cafe - Downtown
Chateau 13
It's A Secret Beauty Lounge
Magnolia on the Avenue
1st Ave W
1st Ave Dr W
3rd Ave W
4th Ave W
6th Ave W
Manatee Ave W
3rd Ave
N 18th St W
N 17th St W
13th St W
10th St W
9th St W
7th St W
5th St W
Virginia Dr
Google
Map data ©2024 Google
United States
Terms
Privacy
Send Product Feedback
200 ft


U.S. 41 Business
Turnaround
Riverhouse Waterfront
1 hr 6 min
3 miles
Manatee River
Hydration station
2-mile marker
Manatee River
1-mile marker
Curry Memorial
PIER 22
Regatta Plaza at Riverwalk
Courtyard by Marriott Bradenton
ChargePoint Charging Station
Riverwalk
3rd Ave W
14th St W
3rd Ave W
965-943 3rd Avenue West
Google
1/2-mile marker
Manatee Memorial Hospital
3rd Ave W
Map data ©2024
United States
Terms
Privacy
Send

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Litigation - Proposed Settlement with Kroger Co.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has a pending lawsuit wherein Kroger Co. is a defendant. The City's outside opioid litigation counsel ("Opioid Counsel") advised as to a potential settlement with Kroger Co. (the "Kroger Settlement"). More detailed information is provided in the confidential attorney-client/work-product Memorandum dated July 16, 2024, provided under separate cover.

FINANCIAL IMPACT:
The estimated settlement payments to the City if Florida participates in the Kroger Settlement are unknown at this time.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney.

SUGGESTED MOTION:
I move for approval to participate in the Kroger Settlement if the Florida Attorney General elects to participate in the same and authorize the Mayor to execute the Participation Agreement with Kroger Co. to be held in escrow by outside opioid litigation counsel.

ATTACHMENTS:

Kroger Ex. K (Subdivision Participation Form)

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Bradenton	State: Florida
Authorized Official: Mayor Gene Brown	
Address 1: 101 Old Main Street	
Address 2:	
City, State, Zip: Bradenton, FL 34205	
Phone: 941-932-9400	
Email: cityclerk@cityofbradenton.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com/kroger-co-settlement/.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Gene Brown

Title: Mayor

Date: July 24, 2024

AGENDA ITEM NO. 8.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-59 - Merit Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Gene Gallo to the Merit Board and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-59.

ATTACHMENTS:
Resolution 24-59

RESOLUTION NUMBER 24-59

A RESOLUTION REAPPOINTING **GENE GALLO** TO THE **MERIT BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

GENE GALLO for a term to expire June 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of July, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

GENE GALLO

6607 27th Avenue West
Bradenton, FL 34209
Phone: (941) 792-2166
Email: Gatorgallo@gmail.com

WORK HISTORY

1991-2020	Ward 1 Councilman, City of Bradenton Municipality
1980-1991	Fire Chief, City of Bradenton Fire Department
1975-1980	Assistant Fire Chief, City of Bradenton Fire Department
1972-1975	Fire Inspector/Fire Marshal, City of Bradenton Fire Department
1970-1972	Lieutenant, City of Bradenton Fire Department
1960-1970	Fire Fighter/Fire Engineer, City of Bradenton Fire Department

PROFESSIONAL ORGANIZATIONS

Florida Fire Chiefs Associations
- -Past President
- -Past First Vice President
- -Past Second Vice President
- -Secretary/Treasurer (three terms)
- -Resolutions Committee of the Florida League of Cities, Member
- -Legislative Lobbyist

Manatee County Fire Chiefs Association, Member
International Association of Fire Chiefs, Member
Southeastern Association of Fire Chiefs, Member
Florida EMS Providers, Member
Manatee County EMS Advisory Council, Member
Managerial Fire Officers Association of Southwest Florida, Past President
Bradenton Fire Fighters Association, Past President
Sheriff Wells Advisory Board, Member

COMMUNITY ORGANIZATIONS

Bethel Baptist Church, Member Board of Trustees
Manatee County Church Softball League, Past President
Manatee County Babe Ruth Baseball League, Past President
Manatee County Youth Football League, Past President
Prine Elementary School PTA, Past President
Manatee High School Band Boosters, Past President
Manatee High School Sports Boosters, Current President (15th term)
Bradenton Kiwanis Club, Member
Manatee County Gator Club Board of Directors

HONORS AND AWARDS

Longest-serving Councilman for the City of Bradenton (seven four-year terms)
State of Florida Fire Chief of the Year 1989
In 2003, the Downtown Central Fire Station was renamed the Gallo Central Fire Station.

CERTIFICATIONS

Certificate of Tenure No. 4715, issued by Fire Fighters Standard Council, State of Florida

EDUCATION

Manatee High School, Bradenton, Florida
Graduated 1957

Florida State Fire College
1961-1977
Fire Fighting Tactics and Training
Fire Prevention and Public Relations
Company Officer Training
Fire Department Management and Budget Preparation

AGENDA ITEM NO. 8.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-60 - Planning Commission Reappointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Michael Jones to the Planning Commission and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-60.

ATTACHMENTS:
Resolution 24-60

RESOLUTION NUMBER 24-60

A RESOLUTION REAPPOINTING **MICHAEL JONES** TO THE **PLANNING COMMISSION** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

MICHAEL JONES for a term to expire June 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 24th day of July, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

Michael J. Jones

9015 49th Ave E Palmetto, FL 34221 • (941) 301-7430 • email@mikejones.io

Objective

To utilize my outstanding organizational and people skills in a challenging position that will allow personal growth and career opportunities

Employment History

Myco Trailers LLC — July 2012-Present
Warehouse Manager/Customer Service Specialist/Web Designer — *Bradenton, Florida*

* Managing warehouse inventory for shipping and receiving parts
* Customer Service contact for military trailer parts as well as civilian trailer parts
* Reduced costs for IT services and web design by $10,000 annually
* Shipping and Receiving parts locally, nationally, and internationally

Sarasota Manatee Airport Authority — July 2007-July 2012
Administration — *Sarasota, Florida*

* Administration Assistant for Police and Fire Department
* Maintained and managed ticketed violations and rounding reports
* Grant writing
* Planner/Scheduler for Maintenance Department
* Property and Evidence Custodian for Airport Police

Duty Officer — March 1999-July 2007
Florida Highway Patrol — *Tampa, Florida*

* Answer incoming emergency telephone calls
* Use Computer Aided Dispatch to input calls
* Radio Communication
* Dispatch
* FCIC/NCIC
* Assist the public

Education

High School Diploma — Years Attended 1993-1997
Southeast High School — *Bradenton, Florida*

FCIC/NCIC Certification — 1999-2012

Skills

* Windows Operating Systems
* Proficient in Excel, Microsoft Word, Microsoft Works
* Type 80-100 wpm
* Excellent writing and communication skills
* Superior customer service skills

Volunteer Work

* Serving meals to the homeless at Our Daily Bread in Bradenton

Interests and Activities

* International travel
* Computer upgrading and web design
* Photography
* Gardening

AGENDA ITEM NO. 8.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Settlement Expenditure - AEDs for the Police and Fire Departments

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval to purchase 30 AEDs for Police and Fire; purchase three in-car Axon cradle points using Opioid Settlement.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Yes

SUGGESTED MOTION:
Motion to approve the opioid expenditure to purchase AEDs for the Police and Fire Departments.

ATTACHMENTS:
Opioid Settlement Expenditure

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: May 23, 2024

To: Melanie Bevan, Ed.D
Chief of Police

From: Jeremy S. Giddens, Grants / Speed Measurement Specialist
Administrative Services

Subject: Opioid Settlement Expenditure

The community continues to be affected by illegal narcotics, particularly fentanyl-related cases. In 2023, our agency investigated 155 overdoses, resulting in 17 deaths. So far, in 2024, we have responded to and investigated 26 overdoses and one death. These incidents have a significant impact on our community and create an irreplaceable void. To ensure that first responders are prepared to act when encountering overdoses, we propose purchasing up to thirty (30) automated external defibrillators, AEDs. These AEDs will be deployed throughout the Police and Fire Departments to ensure adequate distribution and availability when needed.

Additionally, we are seeking to purchase three additional in-car cradlepoint devices to assist with in-car video downloads. In-car video footage is crucial for gathering evidence during investigations for potential criminal prosecution. The cradlepoint devices will improve our ability to transfer and store video surveillance from overdoses, traffic stops, and narcotics interdiction encounters.

The City of Bradenton is dedicated to combating illegal narcotics, opioids, and fentanyl through criminal investigations, treatment options, and, when needed, life-saving interventions.

Cost Estimates

Phillips HeartStart FRx Defibrillator Units (x30 @ $1,081.25/AED)	$ 32,437.50
Shipping	$ 100.00
In-car cradlepoint Axon Video (x3 @ 700/device)	$ 2,100.00
Total:	**$34,637.50**

For reference, the City received $81,086.21 in 2022, $182,284.08 in 2023, and will receive $95,600.24 in 2024 from the Opioid Settlement. Currently, there is $83,570.28 remaining.

AGENDA ITEM NO. 8.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Phillip Waller, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Settlement Expenditure - Civilian Case Worker

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department is requesting to use Opioid Settlement funds to continue paying for a case worker via an agreement with Manatee County. This position is funded by CRA and Opioid funds.

FINANCIAL IMPACT:
$50,629 to be used from the FY 2025 settlement

SUGGESTED MOTION:
Motion to approve the opioid settlement expenditure to partially fund the civilian case worker position.

ATTACHMENTS:
Opioid Settlement Expenditure

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: July 17, 2024

To: Melanie Bevan, Ed.D
Chief of Police

From: Phillip E. Waller
Captain, Operations

Subject: Opioid Settlement Expenditure

The Bradenton Police Department is dedicated to excellence in policing through professionalism, courage, and transparency. The Department provides police services by adhering to a community policing model and working in partnership with the community. The ultimate goal of the community policing model is to develop effective law enforcement and community partnerships to accomplish shared goals. While the goals may vary from neighborhood to neighborhood, the ultimate focus will be problem-solving and community improvement for those who reside, are employed, or have an interest in those areas.

Due to various factors, the City of Bradenton has seen an increase in blighted conditions and poorly maintained vacant/abandoned properties over the past several years. As such, the problem has become a contentious topic with residents, business owners, tourists, and government officials. To address these issues, the Bradenton Police Department has increased efforts to address the problems by using Community Redevelopment Area (CRA) officers, a Blight Officer (funded through CDBG funds), and a community police officer. Together, these officers routinely work with a civilian Case Worker who offers information and counseling – including substance abuse rehabilitative referrals – to members of the homeless population. This Case Worker is half funded through Opioid Settlement funds, and half funded by the CRA.

Code and blight activity may occur anywhere within the city limits of Bradenton. However, the areas of focus tend to be low- and moderate-income zones, typically those locations containing abandoned or blighted building stock, or vacant land. Numerous homeless persons congregate within the designated CRA areas, with a predominance toward downtown, the 14th Street corridor, and along Riverwalk. This is mainly attributable to economic opportunity and the prevalence of social services providing food, shelter, and substance abuse / mental health counseling. Research within the City of Bradenton reflects a disproportionate number of overdoses within the homeless community.

Since the beginning of the year, the Case Worker has made numerous contacts and referrals. This includes interviewing 430 unique clients and referring them for various services, such as shelter beds.

With this data, the agency seeks to utilize funding from the ongoing Opioid Settlement to continue funding half of the salary of the Case Worker.

Cost Estimates

Case Worker Salary (1/2 paid by CRA)	$50,629
Total:	**$50,629**

For reference, the City received $81,086.21 in 2022, $182,284.08 in 2023, $95,600.24 in 2024, and planned to receive $99,111.59 in 2025 from the Opioid Settlement.

HOMELESS OUTREACH

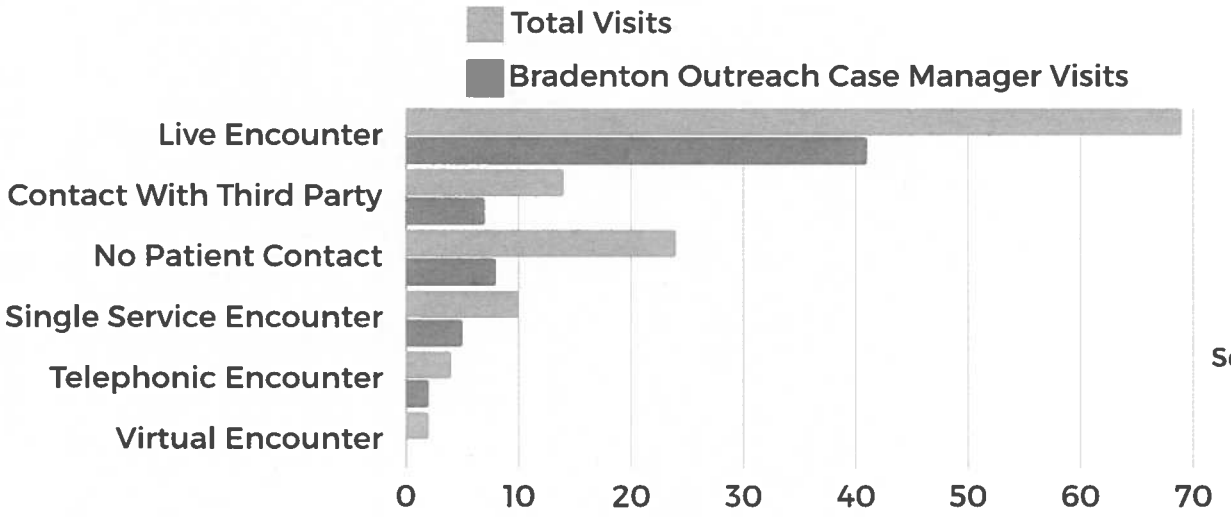
CITY OF BRADENTON

Manatee County Case Manager Report

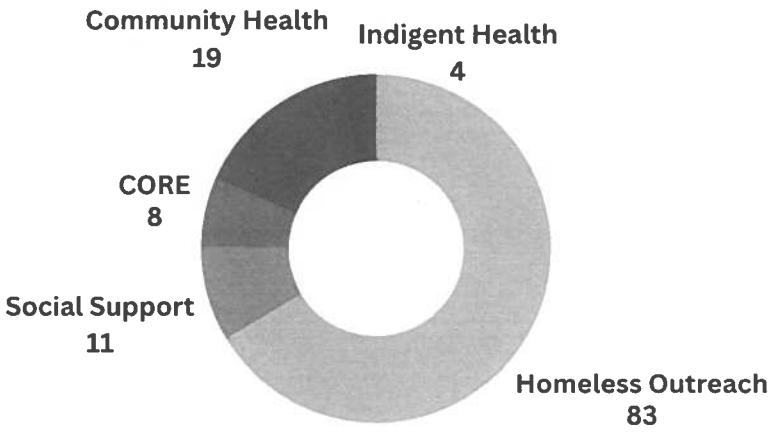
February 2024



COMMUNITY HEALTH VISITS



VISITS PER PROGRAM



Access Points Completed	Shelter Bed Connections	Number of Unique Clients Seen	Total Minutes Worked	Total Hours Rode with BPD
9	5	36	3,480	84

***Please refer to the reference glossary on the next page for program terminology details.

HOMELESS OUTREACH

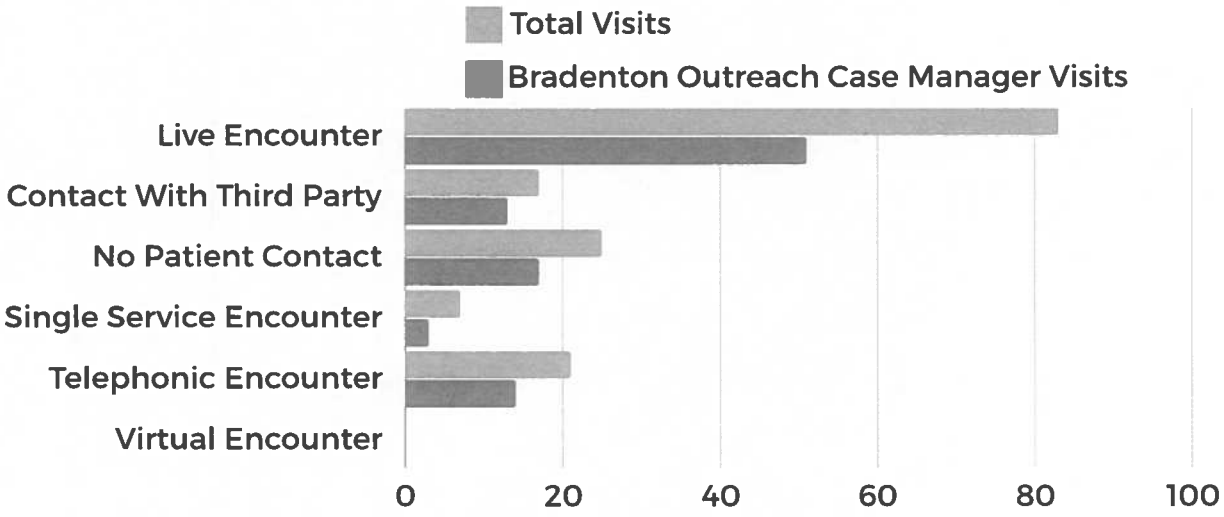
CITY OF BRADENTON

Manatee County Case Manager Report

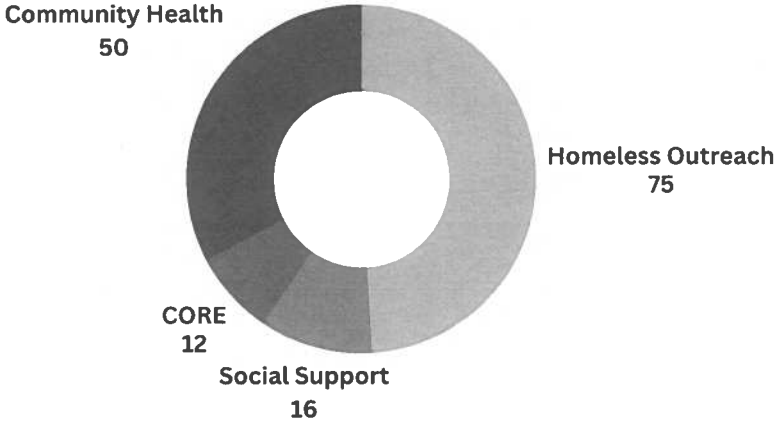
March 2024



COMMUNITY HEALTH VISITS



VISITS PER PROGRAM



Access Points Completed	Shelter Bed Connections	Number of Unique Clients Seen	Total Minutes Worked	Total Hours Rode with BPD
7	5	44	8,160	37

***Please refer to the reference glossary on the last page for program terminology details.

Manatee County FLORIDA

HOMELESS OUTREACH

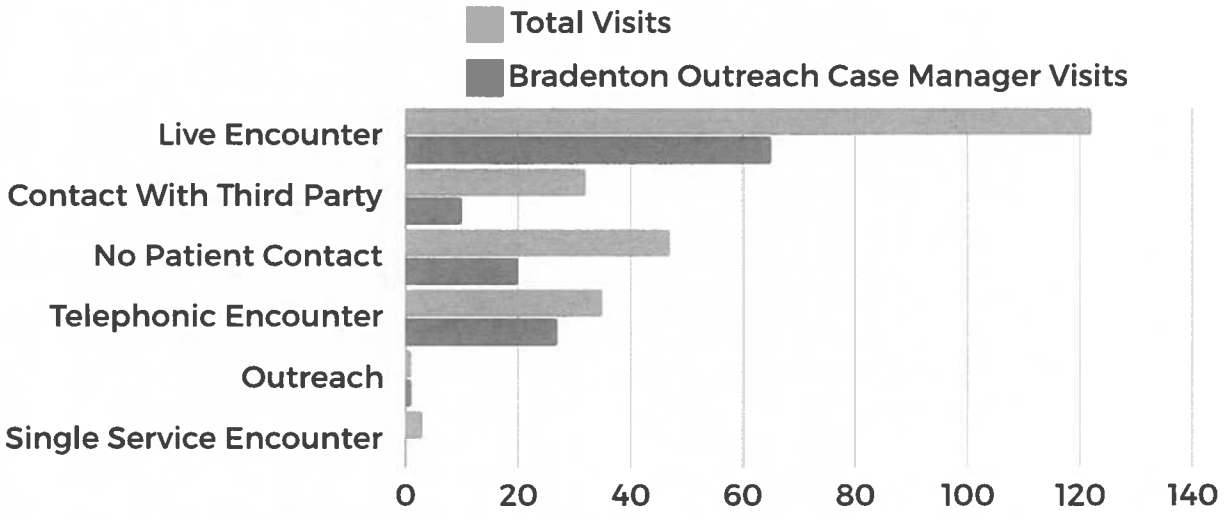
CITY OF BRADENTON

Manatee County Case Manager Report

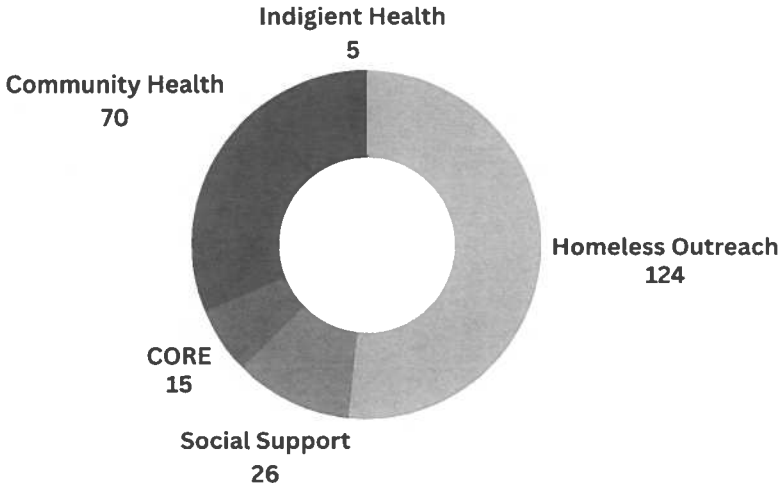
April 2024



COMMUNITY HEALTH VISITS



VISITS PER PROGRAM



Access Points Completed	Shelter Bed Connections	Number of Unique Clients Seen	Total Minutes Worked	Total Hours Rode with BPD
10	4	123	10,200	15.5

***Please refer to the reference glossary on the last page for program terminology details.

Manatee County FLORIDA

HOMELESS OUTREACH

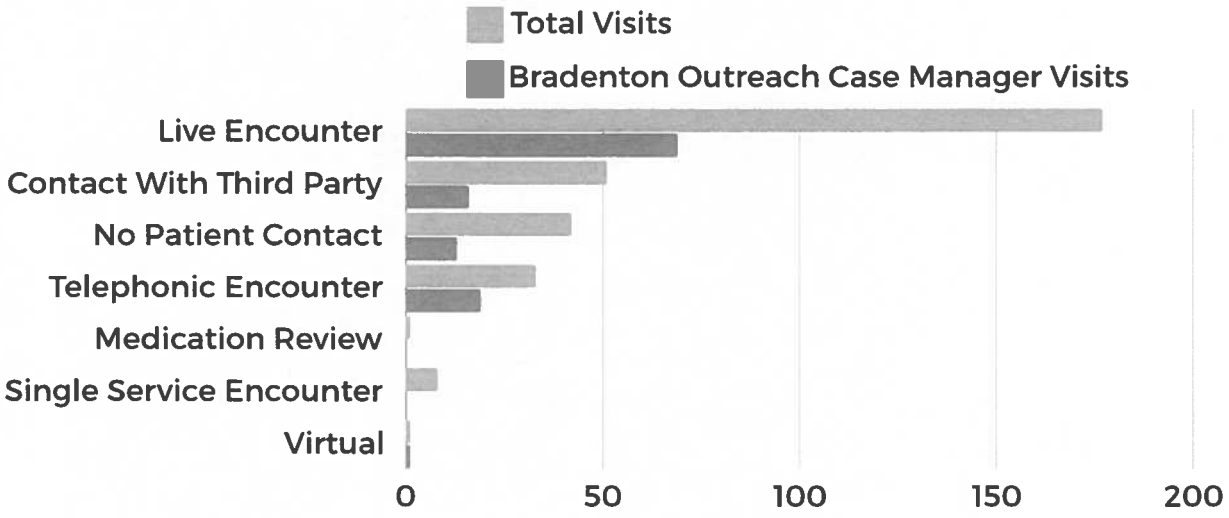
CITY OF BRADENTON

Manatee County Case Manager Report

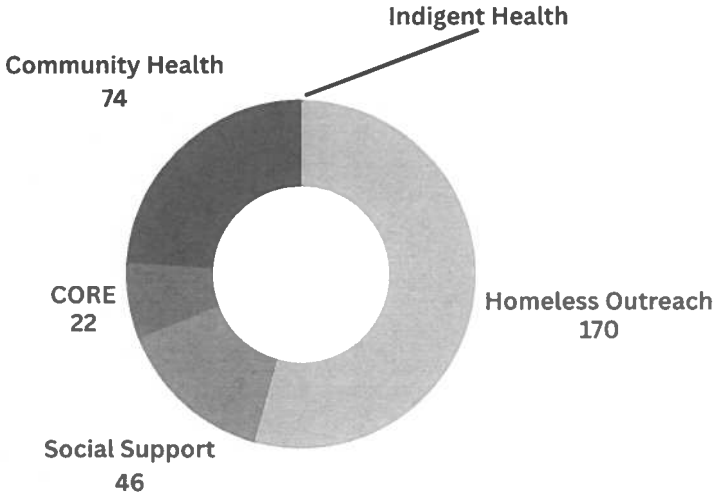
May 2024



COMMUNITY HEALTH VISITS



VISITS PER PROGRAM



Access Points Completed	Shelter Bed Connections	Number of Unique Clients Seen	Total Hours Worked	Total Hours Rode with BPD	Rental Assistance/ Housed
9	3	125	122	20	2

***Please refer to the reference glossary on the last page for program terminology details.

HOMELESS OUTREACH

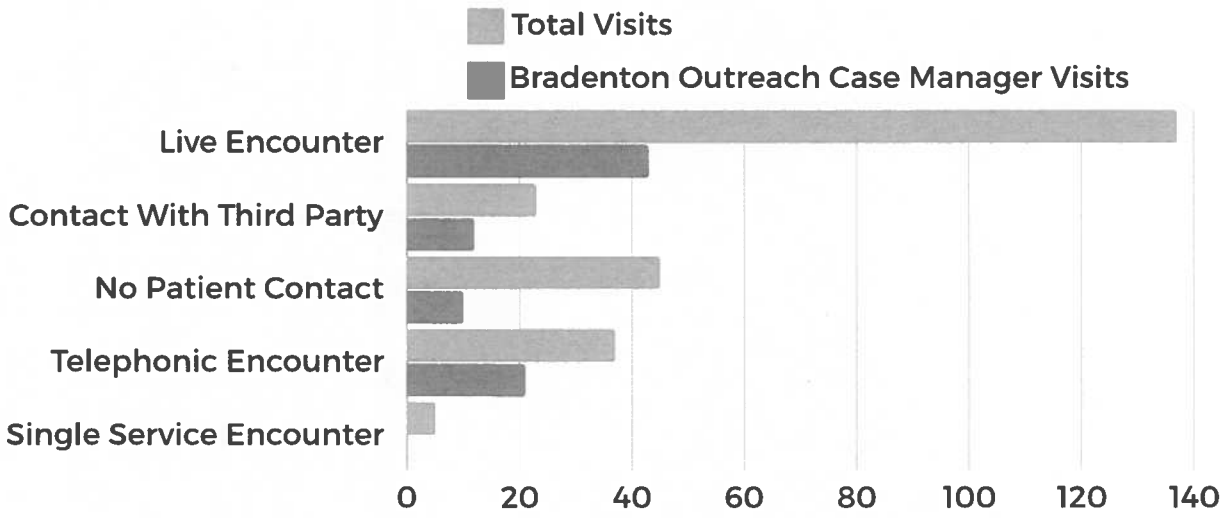
CITY OF BRADENTON

Manatee County Case Manager Report

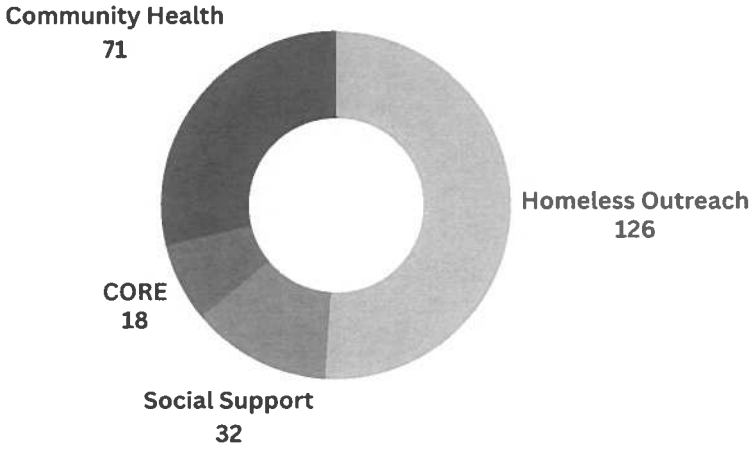
June 2024



COMMUNITY HEALTH VISITS



VISITS PER PROGRAM



Access Points Completed	Shelter Bed Connections	Number of Unique Clients Seen	Total Hours Worked	Total Hours Rode with BPD	Rental Assistance/ Housed
2	2	102	121	8	3

***Please refer to the reference glossary on the last page for program terminology details.

HOMELESS OUTREACH

CLIENT STORIES

A client was assisted with service to transport them to their home in Georgia.

A full-time employed client was assisted with funding through the Challenge Grant to remain housed in his apartment. He received $2,089 toward his rent payment, stating he was thankful for the assistance.

A chronically homeless client was admitted to Sarasota Health and Rehab where he will remain for therapy. Client received his Medicaid insurance and will be assisted with a long-term care application and will begin to receive direct deposits for retirement benefit June 3rd.

A chronically homeless client application for rental move-in assistance was approved by the Challenge Grant. The client received a $100 Publix gift card Publix from BPD and has a move-in date of May 31st.

HOMELESS OUTREACH

CLIENT STORIES

A 61-year-old client was assisted with his social security retirement application. Client's access point was completed January 26, 2024, and was referred to the C.A.S.L community assisted living permanent supportive housing program. The client is now working with his C.A.S.L case manager to obtain housing placement. The client will begin to receive his retirement benefit June 2024.

Client was encountered in the wooded area of State Route 64 and a housing assessment and EBT application completed.

A 60-year-old veteran was referred to the HOT bed program. The client was connected with a case manager for additional services as well.

31-year-old employed, mother of 4 received housing assessment and received guidance with childcare application for assistance with the Early Learning Coalition. Client is currently working with 2 other community partners to obtain stable housing.

Client, age 70 and a retired city employee, was living in his truck. The client has income; the case manager connected the client with HP property manager. The client was interviewed, accepted, and now successfully housed.

HOMELESS OUTREACH

CLIENT STORIES

A client received assistance obtaining a birth certificate, ID, and social security card. An application for social security disability was completed as well.

A client was moved to permanent housing and established with a primary care physician.

Assistance applying for supplemental nutrition benefits was provided and received by a client. The client was also assisted in obtaining an ID card.

Rental application assistance was given to a client leading to a signed lease and move-in date. Additionally, the client established with a primary care physician.

HOMELESS OUTREACH

CLIENT STORIES

A 59-year-old sleeping on the steps of the courthouse was connected to his case manager. Client had a housing referral and is now currently in the Salvation Army Sarasota rapid rehousing dorm awaiting housing placement.

Two disabled individuals were connected to the Social Security Administration and scheduled for their disability insurance application.

58-year-old male was relocated to Sarasota for housing placement; another 60-year-old male was returned home via home bound grant.

56- year-old homeless disabled male recently release from prison was enrolled in the HOT bed program and assigned a case manager. Access point completed and client connected to housing resources.

Four homeless individuals encountered at a homeless camp; clients were offered services, where two were scheduled for follow-up meetings.

HOMELESS OUTREACH

CLIENT STORIES

A client was provided an electric wheelchair to aid with mobility.

Social 37 and Bradenton Police Department officers assisted one family with an emergency hotel stay. The client received guidance with her SSDI check and bank account re-establishment. Due to this, the client is now receiving her SSDI checks again and has obtained a job. Additionally, the client has received affordable housing resources and is in the process of creating a housing plan.

A victim of SSA fraud was assisted in contacting the SSA office to receive information regarding his case and his car insurance company was contacted to defer payments until the client began receiving income checks again. This client was also provided with canned goods due to not having eaten in two days. Furthermore, the client was referred to a medical case manager for assistance with his health insurance.

A pregnant client was referred to Mothers Helping Mothers, First 1,000 Days, and Still Point Mission for assistance. The client was also referred to St. Vincent de Paul for resources for her child due in May.

REFERENCE GLOSSARY

COMMUNITY HEALTH PROGRAM

Visit Types

Live Encounter- Visit defined as having in-person services provided.

Telephonic Encounter- Visit defined as having services and/or meeting via telephone.

Single Service Encounter- Visit defined as having a one-time service provided without enrolling the client into a program.

Contact With Third Party- Contact with client was attempted without success, however, contact with family, friends, or other acquaintance of the client was successful.

No Patient Contact- Contact with client was attempted without success.

Additional Terms

Access Point Completion- The process in which case managers register homeless clients into the Continuum of Care for coordinated services.

City/County Funding Projections

City/County Fund Total Adjusted*	Year 1	Year 2	Year 3	Year 4
Distributors	$ 7,325,179.15	$ 6,304,622.95	$ 8,513,747.86	$ 8,513,747.86
Janssen	$ 7,634,552.64	$ 4,961,182.23	$ 7,934,591.73	$ 8,858,798.32
Teva	$ 4,840,662.48	$ 3,180,209.33	$ 523,484.33	$ 523,484.33
CVS	$ 336,666.67	$ 2,811,666.67	$ 2,811,666.67	$ 2,811,666.67
Allergan	$ 718,636.36	$ 1,404,886.35	$ 1,404,886.35	$ 1,404,886.35
Walgreens	$ 486,666.67	$ 3,974,166.67	$ 3,974,166.67	$ 3,974,166.67
Walmart		$ 25,341,503.38		

Select your subdivision from drop list below.

If accessing via DropBox, use the"open in" at the top and select Excel, otherwise use the "download" option at the top. Open the file and select "Enable Editing".

**Subdivision	Percentage	Distributed December 2022	Distribute 2023	Distribute 2024	Distribute 2025
Bradenton	0.379930754632155%	Year 1	Year 2	Year 3	Year 4
Distributors		$ 27,830.61	$ 23,953.20	$ 32,346.35	$ 32,346.35
Janssen		$ 29,006.01	$ 18,849.06	$ 30,145.95	$ 33,657.30
Teva		$ 18,391.17	$ 12,082.59	$ 1,988.88	$ 1,988.88
CVS		$ 1,279.10	$ 10,682.39	$ 10,682.39	$ 10,682.39
Allergan		$ 2,730.32	$ 5,337.60	$ 5,337.60	$ 5,337.60
Walgreens		$ 1,849.00	$ 15,099.08	$ 15,099.08	$ 15,099.08
Walmart		$ -	$ 96,280.17	$ -	$ -
Total Yearly Distribution		$ 81,086.20	$ 182,284.08	$ 95,600.24	$ 99,111.59

***Amounts listed are projections until funding is received**

****Amounts listed include funds allocated from other subdivisions**

AGENDA ITEM NO. 8.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: LaTishia Smith, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Addendum to Agreement with Jacobs' Operations Management and Facilities Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Our interest is in increasing the efficiency of facility operations, training, and improving plant laboratory procedures and data management. This will be accomplished by the assessment of training needs encompassing wastewater treatment processes, regulatory compliance, equipment operation, troubleshooting, communication, environmental stewardship, and team collaboration.

FINANCIAL IMPACT:
Funding was approved by City Council via Budget Adjustment BA24-08 on May 8, 2024. Account number: 4025320 534000 Operational Support-Water Reclamation.

ATTORNEY REVIEW/RECOMMENDATION:
An addendum was submitted after the review completed by Marisa Powers of Blaylock Walters.

SUGGESTED MOTION:
Approval

ATTACHMENTS:

Signed Agreement Criteria
City of Bradenton Training Plan
Addendum to Agreement with Jacobs OMFS

Signed Agreement Criteria

The Agreement

Made effective as of, July 24, 2024, by and between City of Bradenton (COB) and Jacobs. In this agreement, COB is contracting to receive an evaluation of operational methods and structure currently employed at the Water Reclamation Facility (2-4 weeks), a written assessment of the evaluation, a customized training schedule based on the assessment, library of training materials, elaborate documentation of training, and a final report of outcomes provided by Jacobs. The description of service has been provided in the scope of work, proposed on March 8, 2024 as well as the Training Plan proposed on June, 3 2024. As outlined in the original scope of work, the services will be rendered under the existing Waterkeeper's time and materials agreement.

Regarding the Scope of Work for Wastewater Treatment Plant O&M Consulting Services

The understanding needs to be modified to reflect that the City of Bradenton is responsible for compliant and efficient operations at the Water Reclamation Facility at 1810 1st Street West Bradenton, FL 34205, instead of 5101 65th Street West, Bradenton, FL 34210.

Clarification of services for operations evaluation and training being offered through Jacobs directly or subcontracted to an affiliate. Jacobs advised that none of the services outlined in the scope of work would subcontracted.

Once the Notice to Proceed has been executed, at the onset of the evaluation period, confirmation of the completion of the data request will be required. Work planning, monthly invoicing, and the need for onsite operations support will be updated post-evaluation. The kickoff coordination call will encompass the recommendations of the evaluation, specific scope, project schedule, logistics, and mobilization. The conditions outlined in Appendix A will be observed following any necessary edits of the appendix items.

Regarding the Water Reclamation Facility Training Program

As proposed in the scope of work, the individual training needs assessment will be completed by position. The assessment team will be defined after the notice to proceed and the initial group will likely be deployed within 2-4 weeks thereafter.

Quality Control

Jacobs will develop a QA/QC Plan for the Scope of Work for Water Reclamation Facility O&M consulting which includes the assessment of the data presented by the City of Bradenton in the shared OneDrive folder in conjunction with the field assessment. The project manager will provide the necessary controls for implementation of the plan including the procedures and training material.

Onsite Operations Support

The need for interim Wastewater Operations Specialists will be evaluated according to the results of the assessment, the reorganization of the Wastewater Operators' schedule, and the need during the training process. The City of Bradenton officials will provide the tabulation of the supplemental staff needs within (1) one week of the assessment report.

Risk Management

Jacobs will participate in the development and maintenance of a Risk Management Plan in coordination with the program’s Risk Management team. This will include an initial meeting with City of Bradenton officials to identify potential risks during the operator evaluation, training, and throughout the desired timeframe of the Operator Training Program. The risk meeting can take place within the first two weeks of the Notice to Proceed and will be addressed as needed.

Expectations of Service

The initial assessment of the Water Reclamation Facility processes and evaluation of training development is an important aspect of the consulting services. Consequently, as gaps are identified through the assessment phase, the Jacobs team is tasked to develop Standard Operating Procedures to ensure uniform and consistent lab operations and procedures, efficient troubleshooting of processes, benchmarking parameters according to observations, and data evaluation.

As indicated in the training plan that was provided by the Jacobs Team, documentation and reporting will be provided to track the training activities and progress of operators to indicate struggles and successes. It is also necessary to provide an analytical landscape of operational strengths and weaknesses and resources that aid in strengthening the latter of the two. Operations that are working should be identified against the aspects of operation that should be modified or overhauled. Suggestions of roles and responsibilities that support accountability and consistency in operations that are SMART-based (Specific, Measurable, Achievable, Relevant, and Time-Bound

Conclusive data provided to our leadership and staff in the commission of this service will yield tangible insight into the treatment and operational process that will be used to improve best practices and enhance staff efficiency. The long-term outcome offers our organization a baseline for conducting regular assessments, continuing training routines, and iterating the process.

We are committed to this partnership that’s poised to provide comprehensive support by utilizing your expertise in understanding our limitations with assurance that the principal expectations of our organization promote foundational success in the future of our Water Reclamation Facility.

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Signed Agreement Criteria Signature Page

Jacobs Representative Printed Name	**Title**
Jacobs Representative Signature	**Date**
Witness for Jacobs Representative Signature	**Date**
Gene Brown, Mayor, City of Bradenton	**Date**
Tamara Melton, City Clerk, Witness for City of Bradenton	**Date**

1999 Bryan Street
Suite 1200
Dallas, TX 75201

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3 June 2024

LaTishia R. Smith, Utilities Section Manager
City of Bradenton
1411 9th St. W
Bradenton, FL 34205

Subject: Bradenton WWTP Operator Training

Dear Mrs. Smith:

In response to your request, please find detailed below an overview of Jacobs' Operator Training Program. Under your discretion, the specifics of the approach can be modified. Also, as mentioned during our initial meeting held on May 20, 2024, the overall training needs of each operator will be assessed prior to modifying the plan to be site-specific. The intent is to utilize the institutional knowledge of the staff, their familiarity of the plant, and to transfer knowledge of tools and strategies to be implemented that meet the specific needs and goals of the treatment facility.

INTRODUCTION

Jacobs OMFS recognizes the need to provide employees with ongoing training to enhance their personal and professional skills. This commitment to aid the employees is documented in a Training Needs Assessment (**Appendix A**), which outlines the basic training requirements for key onsite staff. This Training Plan will outline the ***City of Bradenton's*** approach to document and achieve those training objectives.

The Training Plan will consist of the following areas:

- Training Needs Assessment
- Identification of Training Topics
- Refresher Training

Scope of Work for Operator Training

Operator Training: Jacobs will determine training gaps in conjunction with senior City staff and implement an operator training program to improve skills and plant performance. Training materials will be approved by Florida DEP for operator license annual training hours requirements and delivered by qualified Jacobs wastewater training specialists. Topics are generally assumed to include wastewater process control (activated sludge, nutrient management, wasting, biosolids management, chemical dosages, aeration control, etc.), targets and trending, operator math, details on individual unit processes used by the City of Bradenton (clarifiers, aeration basins, headworks, disinfection, dewatering, etc.), laboratory procedures, regulatory compliance/NPDES permit, etc. The training program will drive towards the following outcomes and deliverables:

- ✓ Gap analysis with City senior staff of current certification and training needs by position. Jacobs does not single out individuals in our studies of this nature, but will instead make recommendations by position on training needs;
- ✓ Training plan and materials for execution by Jacobs staff, including curriculum, classroom and field training hours per subject, schedule, testing, and performance metrics (passing rates). This is assumed to require approximately one month to prepare from the notice to proceed;
- ✓ Delivery of training curriculum which will generally follow ABC's "Need to Know" criteria as approved by State of Florida DEP. This is assumed to require approximately two months to deliver in order to accommodate shift schedules and multiple classroom and field instruction sessions;
- ✓ Analysis of knowledge retention through scoring of session quizzes, and analysis of trainer success as measured by operator feedback.

Individual Training Needs Assessment

Jacobs will conduct a training needs assessment for each operator, then compare it to the identified skills required to perform a job. We customize training programs to fit specific needs and offer a variety of standard training courses. Where specific training gaps are identified, we will work one-on-one to elevate them to Client's high expectations or provide them with the data for consideration of roles more suited to their skillsets. Competency grows through a combination of a tailored learning curriculum and on-the-job training with senior technicians.

Expert Trainers and On-the-Job Training with Senior Technicians

We understand competency grows through a combination of a tailored learning curriculum and on-the-job training with senior technicians, coupled with a positive culture that encourages engagement and development. Training is performed by our highly qualified and experienced personnel, supported by a deep pool of local, regional, and national staff resources. That expertise leads to leading-edge training in O&M disciplines, as well as core process and safety training, which provides a framework for compliance with OSHA, EPA, FDEP, and other federal, state, and local regulations.

Training Topics

A summary of typical training topics is detailed in the table below:

Summary of Typical Operations Staff Training Topics			
Introduction to Wastewater Treatment (Overview) • Benefits of Treatment • What is involved? • Steps of Treating Wastewater • Wastewater Collection • Preliminary Treatment • Primary Treatment • Secondary Treatment • Advanced Treatment • Sludge Treatment and Disposal • Disinfection • Effluent Discharge (Disposal)	**Composition and Characteristics of Wastewater** • Domestic • Commercial • Industrial • Inflow and Infiltration (I&I) • Volume and Quantity • Physical Characteristics • Chemical Characteristics • Bacteriological Characteristics	**Preliminary and Primary Treatment** • Preliminary Treatment o Screening o Grit removal o Grit washing • Primary Treatment o Sedimentation tanks	**Secondary Treatment: Biological Treatment** • Cells • Classification by Shape • Classification by Oxygen Needs • Classification by Temperature • Classification by Metabolism
The Activated Sludge Process • Overview of other Treatment Processes • The Activated Sludge Process • Components of an Activated Sludge System • Activated Sludge Process Mass Balance • Process Control Procedures • Operational Monitoring • Modifications of the Activated Sludge Process	**Advanced Wastewater Treatment** • Filtration • Adsorption • Chemical Oxidation • Reverse Osmosis • Nitrate Removal by Denitrification	**Sludge Digestion, Dewatering, and Disposal** • Types of Sludge • Sludge Conditioning and Thickening • Anaerobic Digestion • Aerobic Digestion • Sludge Dewatering • Final Sludge Disposal	**Chlorination and Disinfection of Wastewater** • Chlorine • Forms of chlorine • Dosage, demand and residual • Uses of chlorine • Chlorine contact chamber • Dechlorination • Chlorine safety • Chlorine containers • Ozonation • Ultraviolet Radiation
Wastewater Calculations • Flows and Loadings • Areas and Capacities of Basins, Tanks, and Pipe • Strength, Dosages, and Pounds • Formulas	**Site Specific Training (Cont.)** • Plant Specific Process Control Testing and Monitoring • Operations Strategy • Data Management	**Site Specific Training (Cont.)** • Check/Rounds Sheets • Operator Duties • SCADA • O&M Optimization • Logbook Management	**Site Specific Training (Cont.)** • Process KPIs and Data Trends • Optimization (Process, chemical, electrical) • Odor Control System

Training Schedule

A training schedule should be developed annually to document employee training hours and topics to be covered for the Bradenton WWTP Team. Structured training topics will be covered during times designated by the City, yet generally the training will be designed to address the operational needs of the plant. If necessary, additional training should be developed from the findings of the Individual Needs Assessment for each associate.

In accordance with the contract, this final report will present student passing rates, areas where students are excelling or struggling, instructor observations, and other indicators of the successes and areas for improvement for the courses as the City takes over delivery of the program.

Documentation and Reporting

Jacobs will create individual files for onsite access for each employee showing all the training conducted by our team that they participated in. The topic of training, date, trainer's name, summary of course content, number employees who participated, and location of all training sessions will be recorded.

For this project, class sessions and knowledge checks, and student survey administration are tools to be used documentation and reporting purposes. For example, from feedback received from previous experience, math remains a challenging subject area for all operator grade levels. For this reason, we would recommend increasing the time spent on math to up to 40% of sessions, ideally by adding sessions rather than sacrificing time on other subjects.

Attendance and Knowledge Check by Student

Trends observed after knowledge checks also included classroom attendance as a data point. Students that miss one or fewer classes typically have higher pass rates on exams than those who miss more sessions. These findings do not mean full attendance will ensure passing grade, but the chances for success improve with better attendance.

Knowledge checks using *Articulate Online* is the system Jacobs recommends as a means of readily tracking scores and introducing electronic testing to operators, which is how most states conduct their tests now. The source materials for these knowledge checks will be provided to the County for their use.

Student Surveys

Student surveys offer feedback used for course improvement, student engagement, identifying issues, enhancing teaching strategies, institutional accountability, and measuring outcomes. The feedback from the students around key aspects of the program will evolve around questions like those shown below:

Question	Weighted Score*
Instructor: knowledgeable of course content	
Instructor: knowledgeable of WW treatment	
Instructor: kept student interest	
Instructor: provided examples, experiences	
Instructor: answered student questions	
Content: adequate time for sessions	
Content: easy to understand	
Content: adequate time for exercises	
Content: knowledge gained	
Overall: program prepared student for state test	

*Student responses are scored "5" for "strongly agree" down to "1" for "strongly disagree

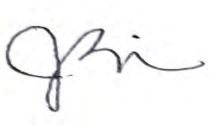
Scores above a 3 are generally favorable, while below this indicate the need for greater attention.

Continuing Education Units (CEUs)

As required by the Florida Department of Environmental Protection (FDEP), wastewater operators are obligated to obtain Continuing Education Units (CEUs) to maintain their certifications. A copy of a personnel training log will be created for each employee. The responsibility will be the employees to complete the training and obtain certification.

Jacobs uses various training methods and platforms to engage staff and keep them focused, including interactive lecture, field exercises, hands-on techniques, workshops, and learning materials for those who seek career advancement. Ultimately our training approach supports succession planning by providing the client with opportunities to develop career pathways for every employee, tailored to their goals and interests.

Yours sincerely,



Jesse J. White III
Senior Operations Director
504 908 6749
jesse.white@jacobs.com

APPENDIX A

Sample Training Needs Assessment

Needs Assessment **Wastewater Operator Classification**							
	General	**OIT**	**Op**	**Op I**	**Op II**	**Lead Op**	**Comments**
1	Read and Understand *P&P Manual*, *Safety Manual*, Emergency Response Plan, Right-to-Know programs, permit and other appropriate regulatory permits, the plant O&M manual, Operations Strategy, Operating Protocol and plant SOPs	X	X	X	X	X	
2	Possess required state certification		X	X	X	X	
3	Conduct job-related training sessions	X	X	X	X	X	
4	Ability to train and supervise other associates				X	X	
5	Develop computer spreadsheets, use Operator 10 and use Microsoft Word		X	X	X	X	
6	Perform associate evaluations and interviews					X	
7	Demonstrate written communication skills (i.e., reports, SOPs)				X	X	
8	Participate in Quality process	X	X	X	X	X	
	Operations	**OIT**	**Op**	**Op I**	**Op II**	**Lead Op**	**Comments**
1	Read and record information in shift log, on checklists, and on forms	X	X	X	X	X	
2	Demonstrate knowledge of complete plant flow pattern		X	X	X	X	
3	Demonstrate knowledge of specific plant equipment as required:						
	A. Piping and valves		X	X	X	X	
	B. Lift stations	X	X	X	X	X	
	C. Preliminary treatment (i.e., screening, grit classification, and removal)	X	X	X	X	X	
	D. Primary treatment (i.e., clarification, sludge, and pumping)		X	X	X	X	
	E. Secondary treatment (i.e., lagoons, biofilters, activated sludge, clarification, recycle, and waste sludge pumping)		X	X	X	X	
	F. Disinfection, including dechlorination		X	X	X	X	
	G. Sludge dewatering (i.e., gravity and belt filter presses and vacuum filters		X	X	X	X	
	H. Sludge treatment (i.e., aerobic and anaerobic digestion, boilers, heat exchanges, gas compressors, PRVs, and drip traps)		X	X	X	X	
	I. Septage (i.e., handling, sample collection, and sample analysis)		X	X	X	X	

Needs Assessment Wastewater Operator Classification							
	J. Auxiliary systems (i.e., HVAC, alarms, communicator, odor control systems, flow measurement, automatic sampling equipment, and emergency generator)		X	X	X	X	
4	Knowledge of sampling plan, STT, sampling locations, collection, chain of custody, and preservation	X	X	X	X	X	
5	Perform operational control tests (i.e., DOB, settlometer, MLSS, TSS, process ammonia, nitrates, D.O. and spintest)		X	X	X	X	
6	Safely operate mobile equipment as required	X	X	X	X	X	
7	Possess the appropriate classification of driver's license	X	X	X	X	X	
8	Perform process calculations (i.e., F/M, MCRT, SRT, RAS, and WAS)		X	X	X	X	
9	Ability to input and retrieve data from a computer		X	X	X	X	
10	Prepare work scheduled and shift assignments				X	X	
11	Prepare required reports and maintain records (i.e., regulatory, client, and routine plant data)				X	X	
12	Ability to interpret solids balance				X	X	
13	Graph operational and trend data in Op10		X	X	X	X	
14	Ability to assist in the preparation of operations budget				X	X	
15	Develop operational spreadsheets to monitor plant performance and control costs				X	X	
16	Develop training plans and conduct ongoing training of plant personnel				X	X	
17	Read and understand the plant high flow operating procedure.		X	X	X	X	
18	Ability to understand the timeline for process changes to take place.	X	X	X	X	X	
	Laboratory	**OIT**	**Op**	**Op I**	**Op II**	**Lead Op**	**Comments**
1	Demonstrate ability to safely use and care for laboratory equipment	X	X	X	X	X	
2	Demonstrate ability to perform and explain process control and laboratory test and results as required:						
	• ph and dissolved oxygen (Winkler and Amperometric)	X	X	X	X	X	
	• Turbidity	X	X	X	X	X	
	• Water alkalinity	X	X	X	X	X	
	• 5-day biochemical oxygen demand (total and carbonaceous)	X	X	X	X	X	
	• Chemical oxygen demand	X	X	X	X	X	
	• Oxygen uptake rate		X	X	X	X	
	• Respiration rate		X	X	X	X	
	• Dissolved oxygen profile	X	X	X	X	X	

Needs Assessment Wastewater Operator Classification							
	• Solids (total suspended, total, and dissolved solids)	X	X	X	X	X	
	• Nitrogen (ammonia, nitrate, nitrite, TKN)		X	X	X	X	
	• Phosphorus (total)			X	X	X	
	• Microscopic examination of activated sludge	X	X	X	X	X	
	• Coliform and chlorine residual	X	X	X	X	X	
3	Ability to standardize and label reagents for all tests performed	X	X	X	X	X	
4	Ability to maintain the laboratory QA/QC program		X	X	X	X	
5	Explain and demonstrate proper use and care of ph meters	X	X	X	X	X	
6	Explain and demonstrate proper use and care of DO meters	X	X	X	X	X	
	Supervisory	**OIT**	**Op**	**Op I**	**Op II**	**Lead Op**	**Comments**
1	Perform job analysis				X	X	
2	Participate in hiring interviews				X	X	
3	Make hiring decisions					X	
4	Participate in positive discipline procedures				X	X	
5	Be involved in budget decisions			X	X	X	
6	Develop plant operation strategy.				X	X	
7	Develop plant high flow operating SOP				X	X	
8	Develop and submit weekly process meeting reports				X	X	

CITY OF BRADENTON
ADDENDUM TO AGREEMENT WITH JACOBS OMFS

This Addendum (the "Addendum") is an addendum issued pursuant to the Continuing Services Agreement by and between Jacobs Engineering Group Inc. and the City of Bradenton ("CITY") dated March 22, 2023 ("Agreement"). Jacobs Operations Management and Facilities Services ("Vendor") an affiliate of Jacobs Engineering Group Inc., has submitted a Proposal for Performing Wastewater Treatment Plant O&M Consulting Services, and Vendor desires to perform the services set forth in Attachment A, Scope of Services attached hereto and incorporated herein by reference. The City desires to have Vendor perform the services in Attachment A. The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement. For the purposes of this Addendum only, "Consultant" under the Agreement shall mean Vendor as defined herein. Any provisions added herein shall be applicable to this Addendum for the sole purpose of Vendor performing the services set forth in Attachment A.

ADDITIONS

1. A new provision, Payment, shall be added to the Agreement which shall state as follows:

   Payment to the Vendor shall be made in accordance with Florida's Prompt Payment Act.

2. A new provision, Indemnification, shall be added to the Agreement which shall state as follows:

   Vendor covenants and agrees to indemnify and save harmless the City, and employees, from and against all third party claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained, to the extent caused by Vendor's negligent acts in the performance of services; from and against any orders, judgments, or decrees, which may be entered against the City or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

3. A new provision, Insurance, shall be added to the Agreement which shall state as follows:

   Vendor will not commence work under this agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Vendor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of this agreement, at its expense, the following amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

   A) Workers' Compensation/Employers' Liability

   Part Two - The minimum amount of coverage required by this agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under this agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Vendor renewal certificates of insurance shall be furnished by the Vendor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Vendor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Vendor or Vendor's sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

D) Professional Liability in an amount of $1,000,000 as the combined single limit per claim and $1,000,000 in the aggregate.

E) By way of its execution of this agreement, Vendor:

a. Represents that Vendor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Vendor to obtain and

maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Risk Management

4. A new provision, Public Records, shall be added to the Agreement which shall state as follows:

To the extent applicable, the Vendor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Vendor shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Vendor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Vendor does not transfer the records to the City;

D. Vendor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Vendor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

5. A new provision, Termination, shall be added to Agreement which shall state as follows:

   Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Any obligations due and owing to the Parties upon termination shall be satisfied within thirty (30) of the termination.

6. A new provision, E-Verify, shall be added to the Agreement which shall state as follows:

   Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Vendor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Vendor has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

7. A new provision, Governing Law and Venue, shall be added to the Agreement which shall state as follows:

The Agreement shall be governed by the State of Florida. The venue for any dispute relating to this Agreement shall be Manatee County, Florida.

CITY OF BRADENTON, FLORIDA:

By: _____

Name: Gene Brown

Title: Mayor

Date: July 24, 2024

JACOBS ENGINEERING GROUP INC.

By: _____

Name: _____

Title: _____

Date: _____

Jacobs

1999 Bryan Street Suite 3500
Dallas, TX 75201

8 March 2024

Kim Clayback, PE
City of Bradenton Infrastructure Engineer
101 Old Main St. W.
Bradenton, Florida 34205

Subject: Scope of Work for WastewaterTreatment Plant O&M Consulting Services

Dear Ms. Clayback,

Jacobs is pleased to provide a proposal for performing wastewater treatment plant O&M consulting services for the City of Bradenton (City).

Understanding

The City is responsible for compliant and efficient operations of the City of Bradenton Wastewater Treatment Plant at 1810 1st Street West Bradenton, FL 34205. It is Jacobs understanding that the City is interested in improving plant laboratory procedures and data management, improving operator training, and supplementing all shifts with additional temporary operators during the current staffing transitions. The City is interested in moving quickly to implement this project, and this scope of work is to be performed under the existing Water Keepers time and materials agreement.

Jacobs looks forward to the opportunity to continuing our successful partnership with the City.

Scope of Services

This scope of work describes the services to be rendered by Jacobs in multiple parallel tasks: project management, lab procedures, operator training, and onsite interim operations support services.

1. **Project Management**
   1.1. Jacobs will provide project management for our work on the project, which will consist of the following:
2. Work planning – brief project instructions will be developed to define the project, staff, assignments, safety requirements, responsibilities, and quality control/assurance. A project workplan is a Jacobs requirement for all projects.
3. Monthly Invoicing - Invoices and progress reports will be developed and submitted in accordance with the methodology used for other City task orders, unless stated otherwise herein.
4. A kickoff coordination call, or Microsoft Teams meeting, will occur prior to project start with our project team and whoever you designate from the City. The conversation will cover scope, schedule, and logistics.

5. Data request. With the help of City staff, the Jacobs team will collect data relevant to the various tasks in this scope of work. We can also obtain data while embedded onsite in order to reduce the burden on City staff. The following information will be required at a minimum, ideally within two weeks of the notice to proceed with this scope of work:
   5.1. Staffing (organization chart, shift schedule)
   5.2. Current training plans or records (e.g. leadership/management, safety, technical, internal procedure)
   5.3. Current SOPs (process and lab related)
   5.4. Plant O&M manual (operating strategy and unit processes, not vendor manuals)
   5.5. Plant operating records (monthly regulatory reports for past 2 years)
   5.6. Lab records (bench sheets, chain of custody, calibrations, procedures, sampling plan, etc. for past 2 years)
   5.7. Current NPDES permit
   5.8. Any relevant regulatory reports, consent orders, notice of violations, etc.
6. Lab Procedures The Jacobs team will review existing laboratory procedures, data management, and state certification requirements in order to support the City's desire to recertify the lab for additional reportable analysis instead of the current contract laboratory services. This is assumed to require significant full time onsite attention and support from a qualified Jacobs wastewater laboratory specialist for six months. The following outcomes and deliverables are expected for this scope item:
   6.1. Gap analysis of current laboratory procedures, including: standard operating procedures, bench sheet and chain of custody documentation, calibrations, sampling plans, inventory and equipment;
   6.2. Support to City for resolution of identified gaps through documentation updates and revisions; recommendations on City purchases for equipment, inventory, reagents, etc.; and staff training;
   6.3. Application support to City for recertification of the wastewater plant laboratory with state regulators;
   6.4. Development of process and compliance records management, trending, analysis and timely communication to plant management and operations staff, and training for City staff to manage this critical function themselves. This will involve adoption of an electronic records management systems (Excel, Op10, Hach WIMS, or similar) to ensure records are readily available for routine analysis, and stored safety in accordance with regulatory requirements.
7. Operator Training: Jacobs will determine training gaps in conjunction with senior City staff and implement an operator training program to improve skills and plant performance. Training materials will be approved by Florida DEP for operator license annual training hours requirements, and delivered by qualified Jacobs wastewater training specialists. Topics are generally assumed to include wastewater process control (activated sludge, nutrient management, wasting, biosolids

management, chemical dosages, aeration control, etc.), targets and trending, operator math, details on individual unit processes used by the City of Bradenton (clarifiers, aeration basins, headworks, disinfection, dewatering, etc.), laboratory procedures, regulatory compliance/NPDES permit, etc. The training program will drive towards the following outcomes and deliverables:

7.1. Gap analysis with City senior staff of current certification and training needs by position. Jacobs does not single out individuals in our studies of this nature, but will instead make recommendations by position on training needs;

7.2. Training plan and materials for execution by Jacobs staff, including curriculum, classroom and field training hours per subject, schedule, testing, and performance metrics (passing rates). This is assumed to require approximately one month to prepare from the notice to proceed;

7.3. Delivery of training curriculum from 7.2, which will generally follow ABC's "Need to Know" criteria as approved by State of Florida DEP. This is assumed to require approximately two months to deliver in order to accommodate shift schedules and multiple classroom and field instruction sessions;

7.4. Analysis of knowledge retention through scoring of session quizzes, and analysis of trainer success as measured by operator feedback.

8. Onsite Operations Support: during the City's efforts to fill vacancies and attract and hire full time staff, Jacobs will provide interim wastewater operations specialists to assist. This is a significant investment for the City, intended to support City staff and provide them time to complete needed training while also supporting treatment performance and regulatory compliance, and provide additional "on the job" training on industry best practices through Jacobs operations specialists. Specific deliverables include:

8.1. Six months of onsite Jacobs operations support of the following shifts:

8.1.1. Three (3) full time operators for Mon-Fri day shift (7a – 3p)

8.1.2. One (1) full time operator for Mon-Fri second shift (3p – 11p)

8.1.3. One (1) full time operator for Mon-Fri third shift (11p – 7a)

8.1.4. One (1) part time operator for Sat – Sun day shift (12 hours)

8.1.5. One (1) part time operator for Sat – Sun night shift (12 hours)

8.2. Operations team guidance, including recommendations for daily operating setpoints, chemical feed rates, wasting and solids management, maintenance needs, sampling and regulatory reporting;

8.3. Performance trending and data management, including following updated records procedures, use of electronic data management software, and weekly team process control meetings;

8.4. Best practices around operator log book records, communication between shifts and departments (operations and maintenance, operations and lab, etc.), updates to process standard operating procedures.

Schedule

Operations consulting services from CONSULTANT will be provided for a period of up to six (6) months from Notice to Proceed, with the various tasks conducted in parallel. If services are desired beyond that period, notice is required at least 6 weeks in advance to secure continuity of staff and housing.

Commercial Offer

As consideration for providing those services described in this assignment, City shall pay the Jacobs on the basis of the Consent Decree Support Services Task Order Please note the additional terms specific to this scope of work in Appendix A.

As summarized in the table below, the total estimated cost for the Jacobs to perform the services described in this assignment is:

Budgetary Cost Estimate	
Task	**Cost Budget**
1.0 - Project Management	$19,300
2.0 - Lab & Data Procedures	$209,500
3.0 - Operator Training	$128,600
4.0 - Onsite Staff Support	$1,392,000
Total	**$1,749,400**

Jacobs appreciates the opportunity to submit our proposal for consulting services. If you have any questions or require additional information, please feel free to contact me by phone 860.777.5521 and/or email john.rickermann@jacobs.com

Sincerely,

John H. Rickermann, PE
Vice President, OMFS Technical Services
Jacobs

Cc. Leisha Pica, PE- Jacobs

Appendix A: Assumptions

1. Jacobs will provide onsite subject matter experts up to a 40-hour work week basis for evaluation and full time O&M support tasks. Jacobs can be flexible with City to periodically support different shifts and weekends, if necessary, when written notice is provided at least 7 calendar days in advance
2. City will provide requested data in a timely manner (within 2 weeks of onsite start date) to allow Jacobs to process all information within the established project schedule.
3. A detailed assessment will not be performed for all City facilities or functions. Jacobs consultants will report on conditions they have witnessed and general observations they have identified that help in prioritizing future needs or improvements.
4. Jacobs positions may be filled by more than one qualified subject matter expert in an alternating onsite schedule, given the duration of the assignment, but every reasonable effort will be made to keep the team consistent throughout the term of the agreement.
5. An apartment or hotel, and transportation will be secured close to the plant, for use by Jacobs staff. Periodic return flights will be provided for Jacobs staff but will also be coordinated with plant needs.
6. Meals and related living expenses will also be reimbursable. Meals will be reimbursed on a per diem basis (no receipts), using the U.S. General Services Administration 2024 rates for the region.
7. Jacobs will provide training and hands-on guidance in the industry standard practices for plant operations and management but will not be responsible for operating the plant. City will remain the Operator in Responsible Charge for plant operations and regulatory compliance, with Jacobs staff working at their direction.
8. Jacobs will assist with preparation of regulatory and compliance reports but will not assume signatory responsibility for those reports.
9. Jacobs shall perform services as an independent consultant and not as an employee or direct agent of Owner.
10. Jacobs shall have no authority to exercise control over, nor shall they bear any responsibility for, the health and safety of City staff.
11. All City employees furnished by City shall be employees of City and shall not be employees of Jacobs. The parties agree that City shall remain solely responsible for all Employer Obligations, as defined in section 11.b., below, with respect to all City employees even if a court, administrative agency, or other body deems the City employees to be Jacobs's employees.
    a. Each City employee shall perform such services as an employee of City and not as an employee or agent of Jacobs. As such, City employees shall not be entitled to nor shall they claim any benefits or rights accorded to employees of Jacobs. City shall be solely responsible for all Employer Obligations as defined in Section 11.b, below, including, but

not limited to, provision of employee benefits and compliance with state and federal laws including the Fair Labor Standards Act for their employees.

b. City shall be solely responsible for all Employer Obligations with respect to City personnel and City employees. "Employer Obligations" as used in this Task Order means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer in relation to persons acting in the capacity of an employee. These include, without limitation: (a) responsibility for hiring, assigning, compensating and terminating City personnel and City employees; (b) withholding and paying taxes; (c) verification of employment, eligibility, including compliance with IRCA, FCRA, DOT drug and alcohol regulations, and all DOD and DOC export licensing and control requirements; (d) providing workers' compensation insurance and complying with all applicable workers compensation laws; (e) compliance with all federal, state and local laws (both common and statutory) and regulations relating to employment and the rights of City personnel and City employee(s), including but not limited to FICA and FUTA withholding; the Fair Labor Standards Act; wage and hour laws, including overtime, unemployment compensation; COBRA; immigration; compliance with laws relating to employment, illegal employment discrimination and retaliation; leaves, benefits; the Immigration Reform Act of 1986; and all record keeping requirements.

12. If City should choose to include additional services, the parties shall mutually agree in writing upon the additional scope and costs. These revisions may be added in the form of an executed amendment to this agreement.

13. Workspace such as a small conference room will be made available to Jacobs staff as a space for interactive discussion and secured space for computers and personal items.

14. Staff will be available to interact and receive training.

AGENDA ITEM NO. 8.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 24, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment No. 1 to Agreement No. 22FRP04 for Eastside Drainage Improvements (FDEP Resiliency Grant)
SUGGESTED ACTION:	Approval of the amendment from FDEP for the Eastside Drainage Improvements project with authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDEP has standardized the appendices associated with resiliency grants. The amendment formalizes the use of the updated forms for quarterly reporting.

FINANCIAL IMPACT:
No financial impacts are incurred with the amendment; the updates are administrative with regard to the forms and appendices associated with statewide resiliency agreements.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille with no objections on June 11, 2024.

SUGGESTED MOTION:
Motion to approve Amendment No. 1 to Agreement No. 22FRP04.

ATTACHMENTS:
Amendment No. 1 to Agreement No. 22FRP04

AMENDMENT NO. 1
TO AGREEMENT NO. 22FRP04
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 22FRP04 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for East Drainage Improvements From 8th Ave E to 13th Ave E (Project), effective December 19, 2022; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "Eastside Drainage Improvements From 8th Ave E to 13th Ave E" to "City of Bradenton Eastside Drainage Improvements" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 22FRP04;

WHEREAS, the DEPARTMENT has requested an update to Attachment 1, Attachment 2, Attachment 5, Attachment 6, and Attachment 8 and Exhibit A, Exhibit F, and Exhibit H following updates from the Office of the General Counsel; and,

WHEREAS, the Department has requested an update to the Performance Measures and Payment Request Schedule in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested to add Exhibit J to the Agreement as set forth herein; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Ashley Larson
Address: 3900 Commonwealth Blvd, MS#230
Tallahassee, Florida 32399
Phone: (850) 245-8675
Email: Ashley.M.Larson@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

6. Attachment 6, Program Specific Requirements is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

7. Attachment 8, Contract Provisions SLFRF is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions SLFRF, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8 shall hereinafter refer to Attachment 8-A, Revised Contract Provisions SLFRF.

8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

9. Exhibit F, Final Report, is hereby deleted in its entirety and replaced with Exhibit F-1, Revised Final Report, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit F shall hereinafter refer to Exhibit F-1, Revised Final Report.

10. Exhibit H, Contractual Services Certification is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: _____
Authorized Representative or Designee

Gene Brown, Mayor
Print Name and Title

Date: July 24, 2024

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program-Specific Requirements (2 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	F-1	Revised Final Project Report (2 pages)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	J	Common Carrier Attestation (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 22FRP04

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton Eastside Drainage Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $1,145,000.00 through cash of third party in-kind towards the project funder under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021, or after for purposed of meeting its match requirement as identified above. Each payment request submitted shall document all matching funds and/or match

efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met. If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 22FRP04

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton Eastside Drainage Improvements

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION: The City of Bradenton (Grantee) will complete City of Bradenton Eastside Drainage Improvements (Project) to expand an existing stormwater system and construct new components to reroute storm runoff away from an overburdened 10th Ave E pond and will create a new system to the northwest. The new system will direct water through an approximately 2300 linear foot storm system that includes two retention swales and a pond to reduce peak flow, allow for infiltration where none currently exists and add a water quality component. The swales will be constructed in the City right of way or drainage easements and the pond is planned on a piece of property owned by the City. The project will reduce the runoff collection on 10th Ave E to prevent homes from flood waters and to reduce roadway ponding.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will acquire professional services for the survey, engineering, design, and bid services of the Eastside Drainage Improvements from 8th Ave E to 13th Ave E and obtain all necessary permits for construction of the Project. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Design and permitting activities include civil engineering storm water analyses, preparation of plans and specifications, physical and environmental surveys, design-level geotechnical services, environmental analyses, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies for permitting purposes. The Engineer of Record will provide bid services including, but not limited to, preparation of bid documents, responding to contractor questions in writing, attend a pre-bid meeting, provide a bid tabulation, and an Engineer's letter of recommendation for the construction award.

Deliverables: The Grantee will submit:

- **1.1**: All final design documents as signed by a Florida-registered Professional Engineer;
- **1.2**: Final permit documents from all appropriate state and federal regulatory agencies;
- **1.3:** Quarterly project administration and management reports signed by the Grantee's Grant Manager, which shall include but is not limited to:
    - A summary of project administration activities;
    - Proposed project scopes of work; and
    - Meeting minutes with design professionals and construction contractors, as applicable.

Task 2: Construction

Description: The Grantee will construct the Eastside Drainage Improvements from 8th Ave E to 13th Ave E in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction award. Activities include mobilization, demobilization, excavation, maintenance of traffic, stormwater pipe and structure installation, utility relocation, concrete work, paving, and restoration using industry standard methods of construction. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit:

- **2.1**: A copy of the final design and record (as-built) drawings;
- **2.2**: A signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request;
- **2.3**: A signed Engineer's Certification of Payment Request;
- **2.4**: When construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.
- **2.5:** Quarterly Project management reports signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project, to include:
    - A summary of project and site inspection(s);
    - Meeting minutes to all attended meetings; and
    - Field notes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred per cent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned

documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$100,000	$100,000	$200,000	Upon Execution	6/30/2026
2	Construction	Contractual Services	$1,045,000	$1,045,000	$2,090,000	Upon Execution	6/30/2026
		Total:	**$1,145,000**	**$1,145,000**	**$2,290,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLFRP0125	$1,145,000.00	152-D22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,145,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

1. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to the relevant Florida Statute (s. 161.551, *Florida Statutes* (F.S.), before July 1, 2024; s. 380.0937, F.S., beginning July 1, 2024, and thereafter), the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the then-current standards and criteria indicated in Chapter 62S-7, *Florida Administrative Code*.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements,

findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. 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 Recipient 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.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

E. The Recipient 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.

F. The Recipient 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.

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

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project

workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F-1

DEP AGREEMENT NO. 22FRP04

CITY OF BRADENTON EASTSIDE DRAINAGE IMPROVEMENTS

City of Bradenton

Revised Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP04

Project Title: City of Bradenton Eastside Drainage Improvements

Grantee: City of Bradenton

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

Gene Brown, Mayor
Print Name

July 24, 2024
Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

_____ is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Eastside Drainage Improvements From 8th Ave E to 13th Ave E**
Agreement Number: **22FRP04**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton** Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Bradenton, Florida 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **9/30/2026**

4. Project Number: **FRP004** *(If different from Agreement Number)*
Project Location(s): **27.48972216 / -82.54307501**

Project Description: **Design, permitting, and construction to expand existing stormwater system to address recurring flooding due to inadequate capacity. Flooding effects roadways and residential properties.**

5. Total Amount of Funding: **$ 1,145,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☒ Federal	**152-D 22**	$ **1,145,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **1,145,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **2,290,000.00**

6. Department's Grant Manager
Name: **George Frisby** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-8332**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kim Clayback** or successor
Address: **1411 9th Street West**
Bradenton, Florida 34205
Phone: **941-708-6300**
Email: **kim.clayback@bradentonFL.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☒ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification**

8.	
Federal Award Identification Number(s) (FAIN):	**SLFRP0125**
Federal Award Date to Department:	**2/4/2022**
Total Federal Funds Obligated by this Agreement:	**$1,145,000.00**
Federal Awarding Agency:	**U.S. Department of Treasury**
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bradenton — **GRANTEE**

By _____ November 16, 2022
(Authorized Signature) Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 12/19/2022
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, George Frisby

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department with reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

   i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP04

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Eastside Drainage Improvements From 8th Ave E to 13th Ave E. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $1,145,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP04

ATTACHMENT 3

PROJECT TITLE: Eastside Drainage Improvements from 8th Ave E to 13th Ave E

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida; Latitude: 27.48972216, Longitude: -82.54307501.

PROJECT DESCRIPTION:
The Eastside Drainage Improvements from 8th Ave E to 13th Ave E project (Project) will expand an existing stormwater system and construct new components to reroute storm runoff away from an overburdened 10th Ave E pond and will create a new system to the northwest. The new system will direct water through an approximately 2300 linear foot storm system that includes two retention swales and a pond to reduce peak flow, allow for infiltration where none currently exists and add a water quality component. The swales will be constructed in the City right of way or drainage easements and the pond is planned on a piece of property owned by the City. The project will reduce the runoff collection on 10th Ave E to prevent homes from flood waters and to reduce roadway ponding.

TASKS AND DELIVERABLES:

Task 1: Design and Permitting

Description: The Grantee will acquire professional services for the survey, engineering, design, and bid services of the Eastside Drainage Improvements from 8th Ave E to 13th Ave E and obtain all necessary permits for construction of the Project. Design and permitting activities include civil engineering storm water analyses, preparation of plans and specifications, physical and environmental surveys, design-level geotechnical services, environmental analyses, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies for permitting purposes. The Engineer of Record will provide bid services including, but not limited to, preparation of bid documents, responding to contractor questions in writing, attend a pre-bid meeting, provide a bid tabulation, and an Engineer's letter of recommendation for the construction award.

Deliverables: The Grantee will submit all final design documents as signed by a Florida-registered Professional Engineer. The Grantee will submit final permit documents from all appropriate state and federal regulatory agencies.

Task 2: Construction

Description: The Grantee will construct the Eastside Drainage Improvements from 8th Ave E to 13th Ave E in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction award. Activities include mobilization, demobilization, excavation, maintenance of traffic, stormwater pipe and structure installation, utility relocation, concrete work, paving, and restoration using industry standard methods of construction. Construction shall be conducted in accordance with all state or federal permits.

Deliverables: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

Task 3: Project Management (Construction Engineering and Inspection)

Description: The Grantee will acquire professional services to perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordaination and supervision.

Deliverables: The Grantee will submit project management reports signed by the Florida-registered Professional Engieer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Design and Permitting	Contractual Services	$ 100,000	$ 100,000	$ 200,000	Upon Execution	6/30/2026
2	Construction	Contractual Services	$ 1,005,000	$ 1,005,000	$ 2,010,000	Upon Execution	6/30/2026
3	Project Management (Construction Engineering and Inspection)	Contractual Services	$ 40,000	$ 40,000	$ 80,000	Upon Execution	6/30/2026
		Total:	**$ 1,145,000**	**$ 1,145,000**	**$ 2,290,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see* "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends $750.000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, *State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97,* Florida Statutes. *In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP0125	$1,145,000.00	152-D 22
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,145,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2. 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.

3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:

   a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
   b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.

4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    i. 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 Recipient 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.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

E. The Recipient 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.

F. The Recipient 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.

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

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;

iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and

v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number

ii. Public Water System (PWS) ID number

iii. Median Household Income of service area

iv. Lowest Quintile Income of the service area

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form

Exhibit A

DEP Agreement No.:	22FRP04		
Project Title:	Eastside Drainage Improvements from 8th Ave E to 13th Ave E		
Grantee Name:	City of Bradenton		
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		

INSTRUCTIONS: Provide the following information for **all tasks and deliverables identified in Attachment 3, Grant Work Plan:** Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1: Design and Permitting
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

Task 2: Construction
Progress for this reporting period:
Identify any delays or problems encountered:
Percentage of task completed:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 22FRP04

EASTSIDE DRAINAGE IMPROVEMENTS FROM 8TH AVE E TO 13TH AVE E

City of Bradenton

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP04

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: ( ) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP04

Project Title: Eastside Drainage Improvements From 8th Ave E to 13th Ave E

Grantee: City of Bradenton

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

AGENDA ITEM NO. 8.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorization to Purchase Diesel Pumps for Lift Stations 04, 08, 09, and 10

SUGGESTED ACTION: Approval to purchase the emergency-bypass diesel pump systems.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Public Works is hardening and creating more resilient infrastructure; one of the steps in the process is adding emergency by-pass pumping capabilities throughout the lift station network. Lift stations 04, 08, 09, and 10 were prioritized for FY2024 to have emergency pumping capabilities installed. Funds in the GL account were approved in September 2023 for FY2024 in account 40859000-563000-24506 to include the purchase of new Thompson Pumps. The purchase of the pumping systems utilizes FL Sheriff's Office Contract No. FSA23-EQU21.0.

FINANCIAL IMPACT:
Funds in the GL account were approved in September 2023 for FY2024 in account 40859000-563000-24506 to include the purchase of emergency pumps. The cost of the pumps for the four stations is $342,632.00.

ATTORNEY REVIEW/RECOMMENDATION:
NA

SUGGESTED MOTION:
Motion to approve the purchase of four stationary Thompson Pumps for Lift

Stations 04, 08, 09, and 10.

ATTACHMENTS:
FSA Awarded Contract and Cooperative Purchasing Program Documents

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

October 12, 2023
City of Bradenton
Public Works & Utilities
1411 9th St. W
Bradenton FL, 34205

Quote # SSC-TG-511

P: 941-708-6303
E: kim.clayback@cityofbradenton.com

Re: FY2023 Thompson Pump LS#4, 8, 9, and 10.

Kim,
Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We are providing FSA23 pricing for four (4) stationary Thompson Pumps model 6JSCE- to provide automatic, emergency by-pass pump at the following waste water lift stations:

LS Name	Thompson Pump Required	Flow	Max Static Suction Lift
LS#4	6JSCE-DJDS-45T-ZC	1000@84'*	22'*
LS#8	6JSCE-DJDS-45T-ZC	1000@76'*	22'*
LS#9	6JSCE-DJDS-45T-ZC	1260@80'*	22'*
LS#10	6JSCE-DJDS-45T-ZC	1350@71'*	25'*

Per your request, we are providing 2023 Florida Sheriffs Association Contract Package Specification pricing for (4) Thompson Pump Model 6JSCE-DJDS-45T-ZC, a 6" dry prime, solids handling, ESTAT T3 diesel engine powered, sound attenuated skid mounted Pump. Equipped with Thompson's innovative priming system preventing blow by of sewage, effluent and waste from discharging onto the ground. This system, with Thompson's compressor priming system, offers mid-range air handling capabilities for quick priming.

The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award # FSA23-EQU21.0-Pump, mobile pump, Item 317, term #1 effective 10/1/2023. This Florida based government contract enables the City of Bradenton to avoid the hassle and expense of purchasing this pump through the public bid process. The FSA contract basically works like a "piggy back" for our equipment. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0-Pump, mobile pump, Item 317, TERM#1. **Please place this contract number on your order. Please include Federal Identification Number and applicable tax exemption certificate with all orders**.

Should you require further information or have any questions, please contact me at 407-473-2002 or tguerra@thompsonpump.com.

Sincerely,

Terry Guerra
Thompson Pump & Manufacturing Co., Inc. Municipal Sales Representative – Cell: (407) 473-2002,
Email: tguerra@thompsonpump.com

CC: Dave Perry, TPM, Municipal Sales Manager
*= includes

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

PRICE QUOTE
FSA23-EQU21.0-Pump, mobile pump, Item 317, TERM#1.

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**4**	$ 45,947.00	$ 183,788.00
Base Model includes: TPM standard control Panel with on/off floats, tachometer/hour meter/engine safety shut down), battery charger, and 24 month warranty				
Non Specified Delete Options:				
Add Options:				
<<Add Option- - Upgrade pump from 6JSC to 6JSC-STP	6JSC-STP	**4**	$ 6,906.00	$ 27,624.00
<< Add Option - Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	6-SK	**4**	$ 14,519.00	$ 58,076.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	Corrosion resist	**4**	$ 3,123.00	$ 12,492.00
<< ADD Option- Upgrade pumping system enlarged doubled walled modular fuel tank	Z-Tank	**4**	$ 3,225.00	$ 12,900.00
<< ADD Option- Upgrade pumping system to non UL double walled modular standard fuel tank	D-tank	**4**	$ 2,625.00	$ 10,500.00
<< ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	SCADA	**4**	$ 1,900.00	$ 7,600.00
<< ADD Option- Upgrade pumping system with semi-open impeller- select models/applications only	TBS-SCI	**4**	$ 1,595.00	$ 6,380.00
<< ADD Option- Upgrade pump with modular frame for SK- select models only	MOD-F	**4**	$ 1,414.00	$ 5,656 .00
<< ADD Option- Upgrade pumping system with protective coatings to SK enclosure	SK Protection	**4**	$ 921.00	$ 3,684.00
<< ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications	TBS-DD	**4**	$ 979.00	$ 3,916.00
<< ADD Option- upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside work lights	**4**	$ 510.00	$ 2,040.00
<< ADD Option- Upgrade pumping system with manufacturer start up report for specific application	TBS-SU	**4**	$ 1,450.00	$ 5,800.00
<< ADD Option- Upgrade pumping system with on-board 115VAC powered battery charging system	Battery Charger	**4**	$ 544.00	$ 2,176.00
Final Model: 6JSCE-DJDS-45T-ZC			**Total**	**$342,632.00**

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

FSA AWARDED CONTRACT
flsheriffs.org | 850-877-2165
cpp@flsheriffs.org

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA

(800) 767-7310 • Fax: (386) 761-0362
tguerra@thompsonpump.com

* Terms & Conditions *
• DELIVERY FREIGHT: N/C
• FOB: PORT ORANGE, FL 32129
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 30+ WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
• INCLUDES SOUND ATTENUATION, SILENT KNIGHT
• UNITS INCLUDE 115VAC BATTERY CHARGER
• UNITS INCLUDE DOUBLE WALLED EXTRA CAPCITY FUEL TANK
• UNITS INCLUDE SEMI OPEN IMPELLER
• QUOTE VALID TILL 3/29/2024
• UNITS INCLUDE INSIDE WORK LIGHTS
• UNITS INCLUDE PROVISION FOR ALTERNATATE DISCHARGE DIRECTION
• UNITS INCLUDE SCADA INTERFACE
• UNIT COLORS WILL BE CITY TAN ON EXTERIOR SUFACES
• UNITS INCLUDE CORROSION COATING ON BASE/FUEL TANK
• UNITS INCLUDE 8’ SUCTION AND 8”DISCHARGE FLANGES
• UNITS INCLUDE SILENT KNIGHT UV PROTECTION WITH CITY TAN PAINT COLOR
• INCLUDES ON SITE START UP ASSISTANCE AND TRAINING WITH FACTORY TECHNICIAN

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA23-EQU21.0 - Equipment
Item Group: PUMP: Mobile Pump
Item #:317, Thompson Pump 6JSC

2-Year Contract Term
Term #1 Effective: October 1, 2023 - September 30, 2024
Term #2 Effective: October 1, 2024 - September 30, 2025

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$45,947.00

FSA Order code	Deduct Options	2023 FSA Price	Discount Applied
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	($43,396)	27.50%
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	($7,708)	27.50%
4JSC-FT4-LHP-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	($6,294)	27.50%
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	($25,487)	30.00%
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	($5,063)	27.50%
4JSC-FT4-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	($3,649)	27.50%
4JSC-FT4-10	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10	($4,561)	27.50%
4JSC-FT4-10-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	($3,147)	27.50%
6JSC-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5	($2,642)	27.50%
6JSC-9.5-STP	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5-STP	($1,229)	27.50%
6-WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	($17,751)	27.50%
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	($5,380)	27.50%
4-WTP-Y	Deduct Option- Downgrade pump from 6JSC to 4-WTP-Y	($21,864)	27.50%
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	($1,805)	27.50%
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	($1,879)	27.50%
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	($2,601)	27.50%
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	($5,754)	27.50%
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	($8,220)	27.50%
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	($2,574)	27.50%

FSA Order code	Add Options	2023 FSA Price	Discount Applied
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	$11,661	30.0%
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	$13,061	30.0%
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	$14,519	30.0%
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	$16,216	30.0%
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight enclosure	$19,044	30.0%
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	$19,860	30.0%
4JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	$7,341	27.5%
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	$6,181	27.5%
6JSC-10-D/C	ADD Option- Upgrade pump from 6JSC to 6JSC-10-D/C	$6,754	27.5%
6JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	$7,703	27.5%
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	$13,097	27.5%
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	$6,906	27.5%
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	$46,700	27.5%

8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	$37,458	27.5%
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	$30,723	27.5%
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	$33,803	27.5%
6V-FT4-D	ADD Option- Upgrade pump from 6JSC to 6V-FT4-D	$8,592	27.5%
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	$17,785	27.5%
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	$46,853	27.5%
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	$54,633	27.5%
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	$58,452	27.5%
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	$40,328	27.5%
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	$70,053	27.5%
12JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-C	$121,658	27.5%
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	$91,803	27.5%
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	$80,928	27.5%
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	$164,303	27.5%
32HPU/40HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C	$8,109	27.5%
32HPU/60HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C	$8,811	27.5%
78HPU/120HST-C	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C	$65,838	27.5%
Mech Float Set	ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	$425	15.0%
24V Engine	ADD Option- Upgrade engine with 24VDC electrcial system - select engines only	$1,595	27.5%
24V SCADA	ADD Option- Upgrade pumping system with 24VDC with isolator for SCADA	$943	27.5%
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	$390	27.5%
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	$1,414	27.5%
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	$1,900	27.5%
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	$1,523	27.5%
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service fot TPM-Omni Beacon	$283	27.5%
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	$2,864	27.5%
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	$689	27.5%
Outside Work Lights	ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	$1,233	27.5%
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	$510	27.5%
Work Light Timers	ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	$326	27.5%
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	$1,381	27.5%
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	$544	27.5%
CV Flow Indicator	ADD Option- Upgrade pumping system with flow indicator on discharge check valve and D/C alarm	$725	27.5%
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	$1,185	27.5%
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Tranducer with Guard	$2,120	27.5%
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Tranducer with signal splitter	$2,900	27.5%
Special Metals	ADD Option- Upgrade pumping system with corrosion resistent impeller- select models only	$3,201	27.5%
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistent SK- select models only	$2,900	27.5%
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	$1,378	27.5%
U Tank - SS	ADD Option- Upgrade pumping system with SS-UL-142 double walled modular fuel tank- std. dims	$2,250	25.0%
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dims	$10,595	25.0%
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dims	$2,625	25.0%
Z Tank -150	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	$3,225	25.0%
Z Tank -350	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 12/18 - 350 gallons capacity	$5,625	25.0%
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	$921	27.5%
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistent coating for base modular frame	$3,123	27.5%
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impellller- select models/applications only	$1,595	27.5%
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications only	$979	27.5%
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	$1,450	27.5%
TBS- UPC	ADD Option- Upgrade pumping system with UPC for Enviroprime System	$489	27.5%
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	$653	27.5%
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	$316	27.5%
AUX FT- 250	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank	$5,984	27.5%
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank	$8,110	27.5%
Fuel Transmitters	ADD Option- 4-20mA diesel fuel transmitters installed in auxillary fuel tanks for SCADA communication	$1,615	27.5%
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	$428	35.0%
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	$240	35.0%
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	$474	35.0%
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	$1,020	35.0%
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	$340	35.0%
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	$215	35.0%
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	$707	35.0%
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	$341	35.0%
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	$1,600	35.0%

8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	$469	35.0%
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	$221	35.0%
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	$423	35.0%
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM with B&G Kits	$210	35.0%
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	$306	35.0%
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	$720	35.0%
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	$1,020	35.0%
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	$305	25.0%
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	$621	25.0%
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	$255	25.0%
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	$450	25.0%
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	$720	25.0%
MOD-F	ADD Option- Upgrade pump with modular frame for SK - select models only	$1,414	27.5%
OVT	ADD Option- Upgrade pump with OVT® priming system- JSC models only	$4,350	27.5%
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	$605	15.0%
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	$997	15.0%
Warranty Ext- Engine	ADD Option- 12 Months of addditional limited warranty coverage for diesel engine	$1,875	25.0%
Std Warranty	24 Month Limited Manufacturers Warranty for all diesel engines purchased via FSA Contract	Included	Included
Warranty Ext- Pump	ADD Option- 12 Months of additional limited warranty coverage for Thompson Pump components	$900	25.0%
Std. Warranty	24 Month Limited Manufacturers Warranty for all 3" - 18" Thompson Pumps purchased via FSA Contract	Included	Included
Non-Specified Options	Equal discount percentage deducted from manufacturer's current published MSRP/List prices for non-specified FSA models and/or non-specified FSA options. Thes line items can ONLY BE APPLIED to a add/deduct option applicable to this base specification.	Standard	27.50%

AGENDA ITEM NO. 8.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) with Manatee County regarding Beautification of the Palma Sola-Perico Bay Medians

SUGGESTED ACTION: Approval of the agreement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The governing bodies of the City and the County have determined that it is in the public interest to undertake a joint project to beautify and landscape the section of State Road 64 between 11700 Manatee Avenue West (Manatee County Preserve) and Perico Way, commonly known as the Palma Sola Causeway.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement with Manatee County regarding beautification of the Palma Sola-Perico Bay medians.

ATTACHMENTS:
ILA with Manatee County

INTERLOCAL AGREEMENT

regarding

THE BEAUTIFICATION OF THE PALMA SOLA-PERICO BAY MEDIANS
(State Road 64 between 11700 Manatee Avenue West (Manatee County Preserve) and Perico Way
(for the north and south sides of the medians)

BY AND BETWEEN
CITY OF BRADENTON
and
MANATEE COUNTY, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into this _____ day of _____, 2024 by and between the **City of Bradenton**, a Florida municipality created and existing under the laws of the State of Florida, hereinafter referred to as the "City", and **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

RECITALS

WHEREAS, the governing bodies of the City and the County have determined that it is in the public interest to undertake a joint project to beautify and landscape that section of State Road 64 between 11700 Manatee Avenue West (Manatee County Preserve) and Perico Way, commonly known as the Palma Sola Causeway, hereinafter referred to as the "Causeway"; and

WHEREAS, the City is currently responsible for the maintenance, signage, trash removal and landscaping of the Causeway; and

WHEREAS, the County desires to be responsible for the ongoing maintenance, signage, trash removal, and landscaping of the Causeway, and the City has no objection to the County assuming such maintenance, signage and landscaping responsibilities; and

WHEREAS, Section 163.01 of the Florida Statutes, the "Florida Interlocal Cooperation Act", permits the City and the County to enter into this Agreement to exercise the powers, privileges, and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to the ongoing maintenance, signage, trash removal and landscaping of the Palma Sola Causeway.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and representations contained herein, it is agreed between the parties hereto as follows:

Article I
AUTHORITY

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and the laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes, and Section 163.01 of Florida Statutes.

Article II
RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

Article III
TERM AND TERMINATION

3.1 **Effective Date.** This Agreement shall take effect as of the date set forth above.

3.2 **Termination**. This Agreement may be terminated for convenience by either party upon ninety (90) days written notice to the other party. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall remain in full force and effect until the written notice between the City and County. Upon termination, the City's annual technician salary payment obligation for the final contract year shall be prorated.

Article IV
TRANSFER OF ONGOING MAINTENANCE

4.1 **Improvements.** The City and the County shall jointly participate in the project for the beautification improvements on the Causeway.

4.2 **Maintenance.** The County shall be solely responsible for the ongoing maintenance of the landscape of the Medians, this would include everything inside the curbing including mulch, plants, trees, sod, and irrigation, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

4.3 **Jurisdiction.** The City shall be solely responsible for all jurisdiction of the Medians. Manatee County will have no jurisdiction of activities on the Medians.

4.4 **FDOT Maintenance.** The maintenance, signage and landscaping of the Perico Bay Medians shall conform to all FDOT Maintenance of Traffic Standards. Should the County desire to close a traffic lane due to such maintenance, the County agrees to coordinate such lane closure with the FDOT Manatee Operations Center.

Article V
AMENDMENTS; ENFORCEMENT

5.1 **Amendments Generally.** This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the City by its City Council, and only if properly executed by all the parties hereto.

5.2 **Enforcement.** The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VI
MISCELLANEOUS PROVISIONS

6.0 **County Permits.** The parties anticipate that the County will apply for FDOT permits as necessary to formally assume responsibility for the maintenance and landscaping of the medians within the Maintained ROW. The City hereby agrees to cooperate with the County and execute any documents as may be reasonably necessary for the County to obtain said FDOT permits.

6.1 **Validity.** After consultation with their respective legal counsel, the City and the County each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

6.2 **No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be

or constitute general obligations, debts or liabilities of the City, the County, the State of Florida, or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. The obligations of the County and City hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners and City Council, respectively, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's or the City's ad valorem revenues or funds, or upon any other revenues or funds of the County or the City, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the County.

6.3 **Indemnification. To the extent permitted by law, including without limitation Section 768.28, Florida Statutes and the dollar limitations set forth therein, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party")** shall defend, indemnify and save harmless the others, their officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

6.4 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

6.5 **Ambiguities.** All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

6.6 **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

6.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

6.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

6.9 **Full Agreement; Filing with the Clerk of Circuit Court.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Section 163.01(11), of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk of the Circuit Court for Manatee County.

6.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified r registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:
Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205

With a copy to:
Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney

If to City:
City Administrator
101 Old Main Street West
Bradenton, Florida 34205

With a copy to: Scott Rudacille, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives as of the dates set forth below.

CITY OF BRADENTON, a Florida municipality

By:_____
Gene Brown, Mayor

Date:_____

ATTEST:

By:_____

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date:_____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

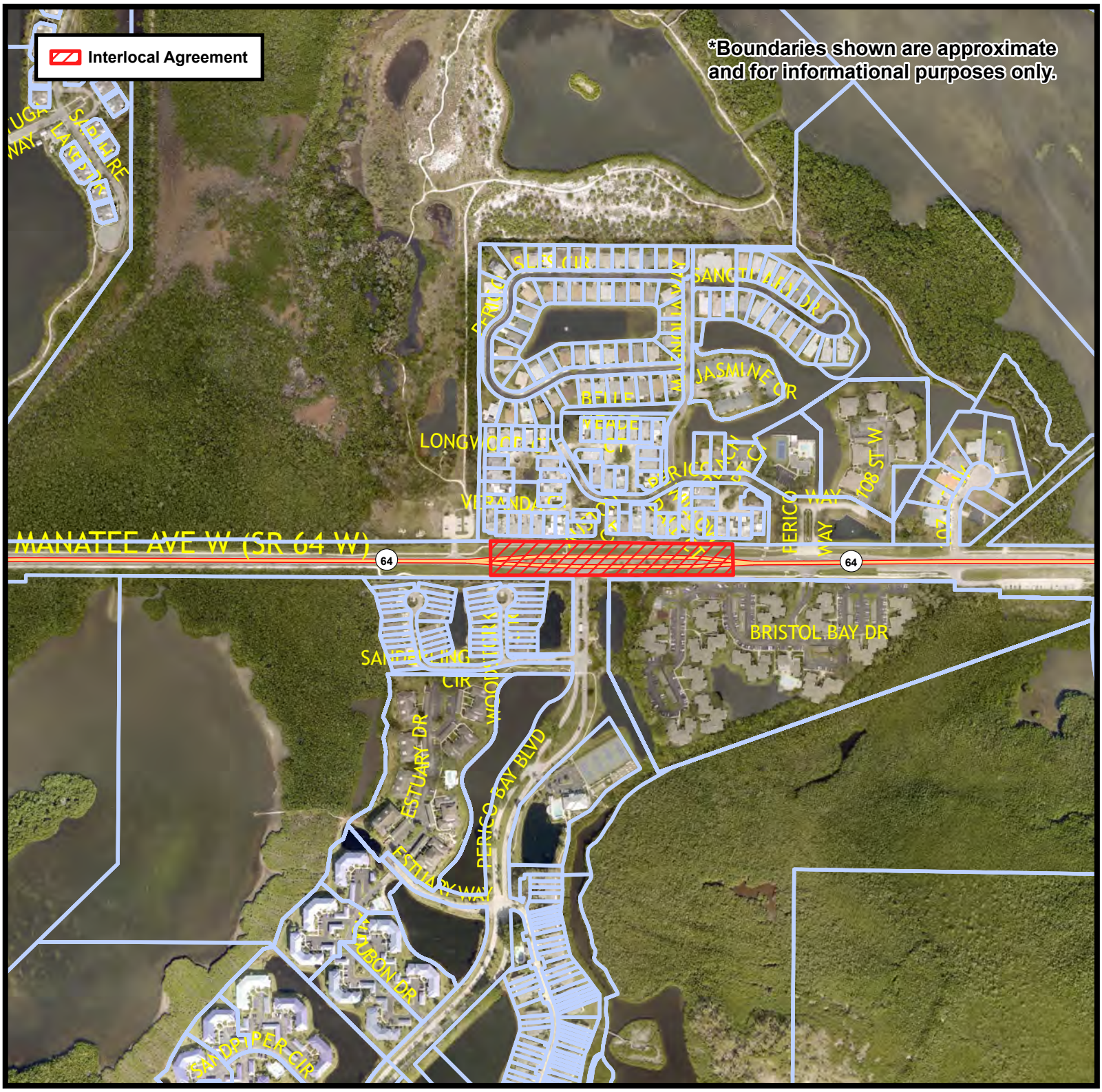
By:_____
Deputy Clerk

EXHIBIT "A"

LOCATION MAP OF INTERLOCAL AGREEMENT

See attached

EXHIBIT "A"



INTERLOCAL AGREEMENT

N
W E
S

STATE ROAD 64

Manatee County FLORIDA

DISTRICT 3 - KEVIN VAN OSTENBRIDGE

AGENDA ITEM NO. 8.o

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Project Approval - Basis of Design Review for LS03 Expansion and LS13 Demolition

SUGGESTED ACTION: Approval for the expenditure for the Basis of Design Review for the expansion of LS03 and demolition of LS13.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
After having been awarded a FDEP Resiliency Grant, the City advertised a Request for Qualifications for the purpose of selecting a qualified Proposer to provide professional engineering design, permitting and construction inspection services of the LS03 expansion/LS13 demolition. Only one proposal was received. FDEP suggested that only one vendor would not be sufficient and recommended the City re-strategized to remove the planning piece of the project. The City agreed with FDEP and decided to quote out and award the planning piece of the project to one of the consultants in the professional services library. The City is recommending Jacobs Engineering Group complete the Basis of Design Review (BODR), which is the planning document that will drive the design of the lift station improvements.

FINANCIAL IMPACT:
The FDEP is providing 50% funding for the planning, design, and construction for the expansion of LS03 and demolition of LS13. The total cost estimate for the project is $5,875,750.00. The BODR will encumber $207,663.00 in GL account 40859000-563000-24523.

ATTORNEY REVIEW/RECOMMENDATION:
Conference Call with Scott Rudacille on July 8, 2024

SUGGESTED MOTION:
Motion to approve the expenditure for the Basis of Design Review with Jacobs Engineering Group.

ATTACHMENTS:
Lift Station 13 Demolition and New Lift Station 3 Proposal
2023 Executed Contract Jacobs Engineering Group

1990 Main Street
Suite 750
Sarasota, FL 34236
941.915.6003
www.jacobs.com

April 19, 2024

Kim Clayback, PE
City of Bradenton
Public Works and Utilities
1411 9th St W
Bradenton, FL 34205

Subject: Lift Station 13 Demolition and New Lift Station 3 – Revised Scope and Fee Proposal

Dear Mrs. Clayback,

Jacobs Engineering Group Inc. (Jacobs) is pleased to offer this Scope of Work and Fee Proposal as Task Order 2023-03 under the scope of our Contract dated March 22, 2023, to assist the City of Bradenton (City). In September of 2022, the City submitted a Resilient Florida Implementation Grant Application to demolish Lift Station (LS) 13 and redirect the flows to LS 3, combining their service areas. The project area is located along the Manatee River in the Braden Castle area.



This project consists of the consolidation of the LS 3 and LS 13 service areas into a single new LS 3 to be located just north of the existing LS 3. In addition to combining these service areas, the project will relocate rear-lot gravity collection pipelines to the front rights-of-way (ROWs) of homes within the service area. This will significantly improve the City's ability to operate, inspect, and maintain the gravity collection system.

This statement of work, based primarily on the information included within Resilient Florida Program Implementation Grant Application, includes the development of a Basis of Design Report (BODR) summarizing the utility infrastructure components and associated the capital costs to improve the utility system within this service area.

The Jacobs team's institutional knowledge of municipal utility infrastructure systems and operations will facilitate this Task Order, along with our strong understanding of constructability, future operational needs, and the critical infrastructure to support continued operations.

Background

The City of Bradenton is an incorporated municipality within Manatee County, Florida. The City was incorporated in 1903 and was developed with the historical philosophy of "build it at the lowest point and let it flow to the river." This development approach continued into the 1950's and 1960's. The City understands they have numerous vulnerable assets that will be impacted by flooding from tidal/surge/sea level rise and extreme rain events due to its location on the banks of the Manatee River (a tributary to Tampa Bay).

Critical infrastructure, such as LSs, remain in locations near the lowest points along the Manatee River. This utility improvements project has been identified to reduce the potential for sanitary sewer overflows (SSOs) by relocating one and consolidating two critical LSs. This will improve the resilience of the utility system and minimize future SSOs.

The proposed project approach includes the following primary tasks:

1. Project Management and Kickoff/Goal-setting Meeting
2. Data Collection
3. Survey, Geotechnical, and Field Services
4. Basis of Design Report (BODR)
5. Permits Required
6. Opinion of Cost and Schedule

A. Scope of Work

The proposed tasks included in this Task Order are further described in the following sections.

Task 1. Project Administration

Task 1.1. Project Kickoff

This task involves an in-person meeting (approximately 2 hours), with two Jacobs team members attending. This meeting will be held with the City's project team to discuss project administration, communication protocols, deliverables, schedule, and project objectives.

Task 1.2. Project Management

Project Management duties will run concurrently for the duration of this project and will include the following activities:

- Project startup and closeout
- Monthly project progress calls
- Monthly invoicing

Task 1 Deliverables

- Kickoff Agenda and Meeting Minutes in portable document format (PDF).
- Monthly progress report will be provided with each invoice.

Task 1 Assumptions

- Jacobs will submit invoices and progress reports to the City on a monthly basis for work performed during the prior month.
- Project meetings may be held remotely or in person, as necessary.
- Jacobs will draft meeting minutes for each meeting held with City staff, excluding field visits.

Task 2. Existing Information and Data Collection

Task 2.1. Record Drawing Collection

Jacobs will coordinate with City staff to gather available record drawings for the existing LS 13 and LS 3, gravity collection systems for each service area, and other available record drawings for past projects within the project area. Demolition plans for LS 13 will be developed using survey information and available record drawings. The site layout for the new LS 3 will consider the existing LS 3 and its associated underground piping as this station will need to remain in service while the new LS 3 is under construction.

Task 2.2. Data Request

Jacobs will review the current facilities, evaluate actual conditions against available record drawings, and review operations of the equipment and processes with City Operations and Maintenance personnel. A site visit, conducted during the day of our kick-off meeting, will familiarize the design team with the condition of the existing LSs, piping network, pumping capacities, current and planned future demands, existing operational strategies and challenges, site constraints, and configuration of a temporary bypass.

The following field visits will document attribute information, current condition, and areas of concern:

- A review of LS 13, LS 3, and the force main and gravity piping network will be performed to confirm the configuration of the points of connection to the gravity sewer system.

Task 2 Deliverables

- Project notes documenting existing conditions and a task summary.
- List of recommended areas for survey, geotechnical, and subsurface field services to verify conflicting information.

Task 2 Assumptions

- The City will provide Jacobs with access to all as-built drawings, records, reports, and pertinent technical information required to perform the scope of services.
- Jacobs will reasonably rely upon the accuracy and completeness of the information and data provided by the City or third parties.

Task 3. Survey, Geotechnical, and Field Services

Task 3.1. Topographic Survey

Jacobs, along with their subconsultants (Hyatt Surveying), will perform a Topographic/Route Survey of approximately 7,500 linear feet of urban ROW as described herein and shown on the attached exhibit. This survey will encompass the utility corridor from ROW to ROW and will be used as the base map for the design drawings. The survey limits are depicted in the attached exhibits. Each survey will extend to the ROW at roadway intersections.

Survey will locate visible aboveground site improvements, utilities, and appurtenances. Aboveground improvements include but are not limited to fencing, piping, roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, shrubs, valve boxes, water meters, curbs, and so forth.

Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances and the following:

- Locations of buried utilities as marked by the utility providers.

- Rim and invert elevations of stormwater and sanitary sewer structures, including diameters and invert elevations of connecting pipes.
- Survey will determine site elevations on a maximum 50-foot grid, at grade breaks, and at changes in direction on curbing/paving within the limits described previously.

Task 3.2. Geotechnical Investigation

To accurately confirm the subsurface conditions in anticipation of a new LS wet well, Jacobs, along with their subconsultant Terracon, will provide two geotechnical soil borings located within the existing LS 3 site to a depth of 40 feet to identify subsurface conditions.

Task 3.3. Field Investigation

Using desktop evaluation (not field located), Jacobs will confirm the number of houses in the LS 13 service area for this BODR. During the final design, field evaluation will be needed to identify the general location of the cleanout for each home. This information will be needed for each home to complete the final design and reconnection to the relocated gravity collection pipeline.

Task 3 Deliverables:

- Topographic Survey in digital format
- Geotechnical Investigation Report

Task 3 Assumptions

- The City will provide access to the LS 3 site for borings.

Task 4. Basis of Design Report

Jacobs will develop a BODR for the demolition of LS 13 and the design of a new LS 3 and new gravity pipeline route to the new LS 3. Drawings will be developed in MicroStation and will consist of cover, location, and drawing list; site plan; plan and profile views; cross sections; piping and instrumentation diagrams (P&IDs); and standard details. Improvements will be designed to meet or exceed City standards. Florida Department of Transportation (FDOT) standards will be considered as required during the development of the design documents. The BODR will be submitted to the City for review and comment, and a review meeting between the City and Jacobs will be scheduled.

The design team will prepare the BODR and associated drawings and the table of contents of the technical specifications sections. The design will include sizing of all structures and equipment, as well as recommended site and equipment layouts. The BODR design document will include the following:

- Preliminary hydraulic computer modeling of the existing system, including the two operations stations, LS 13, and LS 3.
- Demolition site plan for LS 13.
- Overall site plan of LS 3 with routing of new gravity piping.
- Site survey will be completed and used as the base for site-related drawings.
- Geotechnical investigation and report for the new LS 3 site will be conducted after approval of the site layout.
- Equipment list with vendor cut sheets.

- Two-dimensional (2D) drawings to convey the conceptual design.
- Plan drawings indicating space allocations and elevations.
- Gravity Piping overall site plan and typical sections and standard details.
- Preliminary P&IDs.
- Preliminary single-line diagrams, including concept for backup or alternate power sources.
- Preliminary table of contents for the technical specifications for inclusion in the design package.

Task 4.1 Service Area Evaluation & Flow Projections

Flow projections will be developed based on the type and number of homes within each service area. These will be summed to provide the total new flow being collected for the enlarged service area for the new LS 3. Wet well diameter, depth, and other design parameters will then be determined using this information.

Task 4.2. Gravity Collection Piping Layout



Using the information collected in Task 3 and the topographic survey, the gravity collection piping will be redesigned using industry standards to flow southeast to the existing LS 3 area along 2nd Avenue East. An isolation manhole will be included for bypass of the new LS during emergencies.

While designing the gravity collection piping, all pipe will be designed in the front ROW. This will improve access for City crews in the future to maintain the collection system compared to the existing rear easement access.

Based on preliminary review of the LS 13 collection system, gravity collection piping will be designed along the following streets within this service area:

- Riverside Drive East
- Chauncey Avenue
- Brown Street
- Crescent Court East
- Vermont Avenue East
- 24th Street Northeast
- 2nd Avenue East

Gravity collection piping on the west side of 24th Street Northeast appears to already flow south and then east along 2nd Avenue East and, therefore, is not included in this scope of work.

Task 4.3. Lift Station 3 Site Layout

Using standards for new LS design provided by the City, Jacobs will provide a plan view layout of the new LS 3. Components will all be located within the City-owned parcel that includes the existing

LS 3. This site plan will show the new wet well, above grade valve slab, isolation manhole, collection piping, and discharge force main.

Task 4 Deliverables:

- Biweekly calls with the City to discuss design progress via Microsoft Teams virtual meeting.
- One electronic copy (PDF) of the BODR with Concept Drawings and Technical Specifications Table of Contents
- One electronic copy (PDF) of the Final BODR. The final PDF will incorporate responses to all City comments during development of the 30% design drawings.

Task 4.4. BODR Review Meeting

A BODR review meeting will be coordinated between the City and Jacobs in person and via Teams, and the review comments will be incorporated into the Final BODR design documents.

Task 4.4 Deliverables:

- BODR review workshop agenda (PDF)
- BODR workshop meeting minutes (PDF)

Task 5. Permits Required

Jacobs will identify the permits required to complete the work as outlined in this scope. Permits may be required from the City (Building Department, ROW, and so forth) and state (Florida Department of Environmental Protection). Fees associated with obtaining required permits will also be estimated.

Task 6. Opinions of Cost and Schedule

Cost estimating will be performed to provide a cost estimate of the project based on design. The initial cost estimate will be prepared using the BODR. The cost estimate will be prepared in accordance with the American Association for Advancement of Cost Estimating (AAACE) for the appropriate level of design and class of cost estimate.

In providing opinions of cost for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs. Therefore, Jacobs makes no warranty that the City's actual project cost will not vary from Jacobs' opinions or estimates. If the City wishes greater assurance as to any element of project cost, the City will employ an independent cost estimator, contractor, or other appropriate advisor.

Task 6 Deliverables:

- Class III – BODR Concept Design Construction Cost Estimate

B. Schedule

Schedule for completing the tasks outlined below is 150 days from receiving a written Notice-to-Proceed from the City.

C. Fee Proposal

This project is anticipated to be performed on a lump sum basis, per the Contract terms, billed monthly. Jacobs reserves the right to manage the total fee including task level distribution at our discretion. An estimation of the level of effort of $197,091 is shown below:

Task Description	Task Fee
Task 1 – Project Administration	$34,604
Task 2 – Existing Information and Data Collection	$ 7,768
Task 3 – Survey, Geotechnical, and Field Services	$65,603
Task 4 – Basis of Design Report (BODR)	$75,460
Task 5 – Permits Required	$3,816
Task 6 - Opinion of Cost and Schedule	$9,840
Total Lump Sum Fee	**$197,091**

D. Assumptions

- All project correspondence will be directed between the Jacobs and City project managers. Other responsible parties will be copied on this correspondence as appropriate. Jacobs and City project staff can communicate without the project managers present; however, both project managers should be included on all correspondence, invited to all meetings, and provided with meeting summaries.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information and data provided by the City or third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the City or others may entitle Jacobs to additional compensation.
- In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- Jacobs shall at no time take title, risk of loss, or ownership of the hazardous materials or wastes. The City recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.

- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.
- Preparation of Technical Memorandum(s) are not included as part of the design scope.
- The City will provide data requested within 2 weeks of the request.
- Technical specifications and drawings review comments will be submitted to Jacobs within 2 weeks of being delivered to the Client.
- Stormwater systems are not part of this scope of work.
- FDOT utility permit is not part of this scope of work.
- FDOT Back-out Utility Work Schedule is not part of this scope of work.
- This scope of work does not include any bidding services or services during construction.
- Jacobs is in a supporting role to provide permitting information on the design as needed.

We look forward to working with you on this exciting project to protect the City of Bradenton.

Acceptance of Task order

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Joelle S. Francois

Digitally signed by Joelle S. Francois
DN: cn=Joelle S. Francois, c=US, o=Jacobs, ou=Jacobs Engineering Group, Inc., email=Joelle.Francois@jacobs.com
Location: 5401 West Kennedy Blvd., Suite 300, Tampa FL 33609
Date: 2024.06.06 14:53:56 -04'00'

July 18, 2024

Date

Joelle Francois, PE
Manager of Projects
Jacobs Engineering Group Inc.

Accepted By:
City of Bradenton

Gene Brown
City of Bradenton
Mayor

Date

	Engineer 3	CADD Technician	Senior Engineer 1	CADD Technician	Engineer 1	CADD Technician	Senior Engineer 2	Senior CADD Technician	Engineer 3	Senior CADD Technician	Project Manager 2	Secretary/Clerical	Senior Engineer 1	Senior CADD Technician	Project Manager 3	Engineer 3	Secretary/Clerical	Expenses	Survey Subconsultant	Geotech Subconsultant	Hours	Cost
	$ 170	$ 112	$ 191	$ 112	$ 130	$ 112	$ 219	$ 146	$ 170	$ 146	$ 231	$ 107	$ 191	$ 146	$ 276	$ 170	$ 107					
Task 1. Project Management/ Kickoff																						
Subtask 1.1 Project Kickoff																						
Prepare Draft Agenda											2				4						6	$ 1,566
Prepare Meeting Material/Presentation											2				4			110			6	$ 1,676
Kickoff Meeting	8		4		4		4		4		8				8			110			40	$ 8,366
Prepare Draft Meeting Minutes & Finalize	2		2		4				2		2				4						16	$ 3,148
Subtask 1.2 Project Management																						
Monthly Invoicing												48			12						60	$ 8,448
Monthly Progress Report												24			8						32	$ 4,776
Project Management															24						24	$ 6,624
Task 1. Project Management/ Kickoff Subtotal	**10**	**0**	**6**	**0**	**8**	**0**	**4**	**0**	**6**	**0**	**14**	**72**	**0**	**0**	**64**	**0**	**0**	**220**	**0**	**0**	**184**	**$ 34,604**
Task 2. Data Collection																						
LS 13 & LS 03																						
Field Visits			2		2						2				2			520			8	$ 2,176
Review of data & Project Notes_Draft	2		4		8		2		2		2				2						22	$ 3,936
Project Notes_Final			2		2						2				2						8	$ 1,656
Task 2. Data Collection Subtotal	**2**	**0**	**8**	**0**	**12**	**0**	**2**	**0**	**2**	**0**	**6**	**0**	**0**	**0**	**6**	**0**	**0**	**520**	**0**	**0**	**38**	**$ 7,768**
Task 3. Survey/ GI Borings																						
Topographic Survey																						
LS 03 Topographic Survey			2	4							4				2			520	$ 37,995		12	$ 40,821
Subsurface Utility Engineering (SUE) Allowance															2				$ 4,500		2	$ 5,052
Geotechnical Investigation Review																						
Boring Plan review											2				2	4		520		$ 8,700	8	$ 10,914
Data Report Review - Draft											2				2	4					8	$ 1,694
Data Report Review - Final											2				2	4					8	$ 1,694
Engineering Report Development - Draft											2				2	12					16	$ 3,054
Engineering Report - Final											2				2	8					12	$ 2,374
Task 3. Survey/ GI Borings Subtotal	**0**	**0**	**2**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**0**	**0**	**0**	**14**	**32**	**0**	**1040**	**$ 42,495**	**$ 8,700**	**66**	**$ 65,603**
Task 4. – Basis of Design Report																						
BODR (Report & Drawings)																						
Gather information from CITY for inclusion in report (Record Drawings, flow and load forecast)			4		8		2		4		4	5						250			27	$ 4,631
Document influent flow and load basis		4			4	4		4	2		2										20	$ 2,802
Overall site plan	4		8	16	4	4	2				2		5								45	$ 6,823
Hydraulic Modeling and Structure/Equipment Sizing	2				12	4					2										20	$ 2,810
Develop Process Model					8	2															10	$ 1,264
Prepare Draft Report	8				20	2	8	8		12	8	8	4								78	$ 12,324
Review Meeting	4				4	2				8					8						26	$ 4,800
Final Report	2				8	2	4			4	4	8	4		4			250			40	$ 6,962
Drawings	12	52	20	30	8	20			12	8	8		30								200	$ 29,110
Specifications TOC	2		2		2		2		2		2						16				28	$ 3,934
Task 4. – Basis of Design Report Subtotal	**34**	**56**	**34**	**46**	**78**	**40**	**18**	**12**	**20**	**32**	**32**	**21**	**43**	**0**	**12**	**0**	**16**	**500**	**0**	**0**	**494**	**$ 75,460**
Task 5. Permitting																						
Subtasks																						
Fill out permit application			4												2						6	$ 1,316
Prepare for and attend pre-application			2												2			250			4	$ 1,184
Assistance with response to one RAI			4												2						6	$ 1,316
Task 5. Permitting Subtotal	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**0**	**0**	**250**	**0**	**0**	**16**	**$ 3,816**
Task 6. Opinion of Cost																						
Subtasks																						
Class III - Cost Estimate_DRAFT	2				8						4			40	6			40			60	$ 9,840
Task 6. Opinion of Cost Subtotal	**2**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**4**	**0**	**0**	**40**	**6**	**0**	**0**	**40**	**0**	**0**	**60**	**$ 9,840**
Total	**48**	**56**	**60**	**50**	**106**	**40**	**24**	**12**	**28**	**32**	**70**	**93**	**43**	**40**	**108**	**32**	**16**	**2570**	**42495**	**8700**	**858**	**$197,091**

February 7, 2024

Mr. Chris Sharek, P.E.
JACOBS
5401 W. Kennedy Blvd, Suites 300 & 900
Tampa, FL 33609

Re: Proposal for Professional Surveying Services
City of Bradenton Lift Station 3 & 13:
Topographic / Route Surveys
Bradenton, Florida

Dear Mr. Sharek:

Pursuant to the information provided, Hyatt Survey Services, Inc. is pleased to provide the following proposal for the surveying services required on the above referenced project:

SCOPE OF SERVICES

I. Topographic/Route Survey:

A. Hyatt Survey will perform a Topographic/Route Survey of approximately 7,500 lf of urban right-of-way as described below and shown on the attached exhibit. The survey will encompass the utility corridor from right-of-way to right-of-way and will be used as the base map for the design drawings. The survey limits are depicted in the attached exhibits. Each survey will extend to the right-of-way at roadway intersections.

B. Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances.
   1. Above ground improvements include but are not limited to the following: fencing, piping, roads, driveways, sidewalks, stormwater structures, power poles, panels, posts, trees, shrubs, valve boxes, water meters, curbs, etc.

   2. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances and the following:
      a. Locations of buried utilities as marked by the utility providers. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.

      b. Rim and invert elevations of stormwater and sanitary sewer structures, including diameters and invert elevations of connecting pipes.

C. Hyatt Survey will determine site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving within the limits described above.

D. Hyatt Survey will locate/identify living trees along the proposed route with a 4-inch or greater DBH (diameter @ breast height).

E. Right-of-way lines will be determined from the location of existing right of way monuments, recorded subdivision plats and last deed of record for adjoining parcels.

F. Hyatt Survey will establish baselines and stationing for each project right of way. Baselines will be monumented and referenced at the Beginning, End and at all PI's.

G. All elevations will be referenced existing City of Bradenton published benchmarks and the NAVD88 vertical datum. A minimum of two (2) project benchmarks will be established within each survey area.

H. All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum – Florida West Zone.

I. The preparation of legal descriptions or sketches for proposed easements and/or takings along the proposed route will not be included as part of this scope-of-services.

J. Drawing sheet size will be 11x17 at a horizontal scale of 1" = 40' and vertical scale of 1" = 10'.

K. Hyatt Survey will deliver three (3) signed and sealed hardcopies of each survey as well as one (1) digital copy in AutoCAD & PDF format.

L. This project will require no more than ninety (90) calendar days to complete from our receipt of a written "notice to proceed."

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

1. Lift Station 3 & 13: (7,500 lf) $ 37,995.00

All work will be performed in accordance with the standards of practice as outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I have attached our standard “General Contract, Provisions and Conditions” as part of this agreement. Toaccept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,
HYATT SURVEY SERVICES, INC.

Pamela A. Hyatt

Pamela A. Hyatt, P.S.M.
President

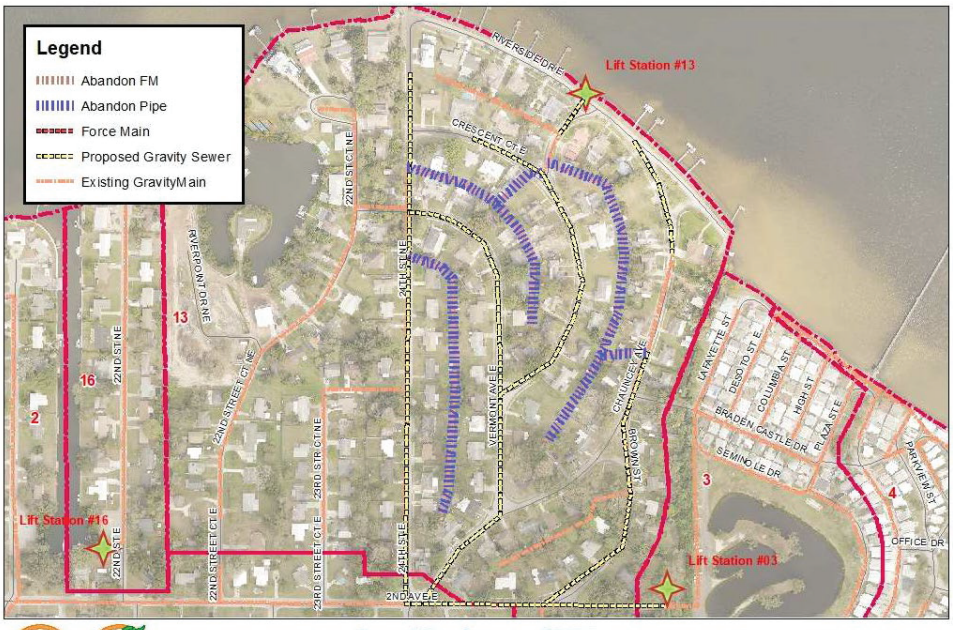
Accepted by: **JACOBS**

Sign here:_____ **Date:**_____

Print name here:_____

Hyatt SURVEY

EXHIBITS:



bradenton
The Friendly City

City of Bradenton GIP01
Project Area
LS13 Demolition and Collection System Restructuring
and LS03 Improvements

N



ATTACHMENT "A"
GENERAL CONTRACT
Provisions & Conditions

Services to be rendered under this Contract Agreement (Agreement) between Hyatt Survey Services, Inc. (Hyatt Survey) and the Client are based upon those provisions as set forth in the original proposal letter (Proposal) and are included together with and made part of this Agreement. The Proposal and these General Contract Provisions & Conditions represent the entire understanding between the Client and Hyatt Survey. Any modifications in the terms of this Agreement must be executed in writing and accepted by both parties involved.

A. Description of Services:

1. The Basic Services to be performed under this contract are limited to those "Scope of Services" items as specifically stated on the attached proposal and no others.

2. Any Additional Services requested after the commencement date of this project will be considered as Additional Services to the Basic Services. All additional Services will be subject to additional compensation either at Hyatt Survey's current hourly rate schedule or at a rate as agreed to by both Hyatt Survey and the Client.

B. Standard Provisions:

1. The Proposal is valid for a period of thirty (30) days from the date thereon. All hourly rates quoted are subject to revision quarterly, unless otherwise agreed upon by both parties.

2. Hyatt Survey will carry and maintain worker's compensation, general liability, professional liability and comprehensive automobile liability insurances for the period of this contract. Proof of insurance will be furnished upon request. Coverage requested above the established company limits may be available upon agreement for reimbursement for additional expenses by the Client.

3. Payments to Hyatt Survey are the sole responsibility of the signatory of the Agreement and are not subject to any third-party compensation condition or agreement. Invoices are rendered as agreed upon, but not to exceed monthly, and are deemed due and payable upon receipt. Outstanding invoices over thirty (30) days past due from the date on the invoices are deemed "past due" and subject to a finance charge of 1 ½ percent per month. Invoice payments must be kept current and are not to exceed 30 days. After this 30 days all work may be subject to suspension, unless otherwise agreed upon by both parties.

4. Either the Client or Hyatt Survey may, with seven (7) days written notice, terminate this agreement, if the other party fails to perform under the terms of this contract. If termination of the project is through no fault of Hyatt Survey, Hyatt Survey will be compensated for all services performed to date, including all reimbursable expenses along with a 10% "Termination Expense Assessment" of all remaining unbilled project fees per this agreement. Additional project mobilization or start up fees may be added to any fee remaining after termination of a project, if the project is reactivated after a period of ten (10) days.

5. Hyatt Survey's services under this contract do not include participation in any actions of litigation. All expert witness services are to be provided by and compensated for under a separate contract as negotiated and executed by the parties.

6. The Client and Hyatt Survey agree that no warranties, guarantees, representations, or statements of any nature have been relied upon and used as a basis for this agreement, unless contained herein or as may be implied to in Florida Statutes.

7. Hyatt Survey is not responsible for any failure to perform under any conditions which arise from causes beyond Hyatt Survey's reasonable control or which may be caused by any unavoidable or unforeseeable action arising beyond any reasonable Hyatt Survey or Client control.

8. To the fullest extent provided by law, and withstanding any other provision of this Agreement, the total aggregate liability due to any error, omission or other professional negligence will be limited to a total sum of $10,000.00 or the fee agreed upon under this Agreement (less any third part costs), whichever is greater.

9. Any errors, omissions or deficiencies on any document issued by Hyatt Survey and observed by the Client or his representative, must be reported only to Hyatt Survey promptly in order to facilitate mitigation of any claimed losses, which may arise or be due.

10. Hyatt Survey will be entitled to collect it's costs and reasonable attorney's fee incurred in the collection of any fee due Hyatt Survey; including all fees incurred in any litigation resulting from the enforcement of any of the terms of this Agreement.

11. All original documents and files, both digital and hardcopy, resulting from the Agreement are and will remain the property of Hyatt Survey. Hyatt Survey will furnish six (6) copies of the final product as directed for delivery by the Client. Any reuse or reissue of drawings or documents must be approved by Hyatt Survey and must be limited to the specific purpose stated on the face of the document. The Client will hold Hyatt Survey harmless from all claims arising from unauthorized acts of reissuance or reuse of any document of service in this Agreement.

12. The Client will approve all sub-contracts or sub-consultants prior to engagement by Hyatt Survey on their behalf. Hyatt Survey may act as an Authorized Agent only when both the Client and Hyatt Survey properly execute a written agreement.

8260 Vico Court, Unit B
Sarasota, FL 34240
P (941) 379-0621
Terracon.com

February 7, 2024

Jacobs Engineering Group Inc.
18302 Highwoods Preserve Parkway, Suite 200
Tampa, FL 33647

Attn: Mr. Chris Sharek, P.E.
P: (941) 915-6003
E: Chris.sharek@jacobs.com

RE: Proposal for Geotechnical Engineering Services
Bradenton Well LS03
2555 2nd Avenue East
Bradenton, Florida
Terracon Proposal No. PHC245011

Dear Mr. Sharek:

We appreciate the opportunity to submit this proposal to Jacobs Engineering Group Inc. (Jacobs) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached proposal.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is $8,700 with an anticipated delivery date of 4 weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Sincerely,
Terracon

Scott E. Childress, E.I.
Staff Engineer

James M. Jackson, P.E.
Department Manager

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Jacobs and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Jacobs and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	The following information was provided to us by Mr. Sharek via e-mail on January 31, 2024.
Project Description	The project consists of the design of a new gravity sewer system, including improvements to the existing Lift Station 03, designated LS03.
Proposed Structure	Structures associated with the project include a new pre-cast concrete lift station.
Grading/Slopes	We expect existing site grades to be maintained.
Below-Grade Structures	We have assumed the lift station is to be installed between 20 to 30 feet below the existing ground surface.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at 2555 2nd Avenue East in Bradenton, Florida. (See Exhibit D)
Existing Improvements	A sanitary lift station and equipment building
Current Ground Cover	Based on review of aerial photographs, the site appears to be covered with short grasses and scattered trees.
Existing Topography	Review of the South Florida Water Management District (SFWMD) Elevation Model indicates the site is relatively level with ground surface elevations ranging from about +3 to +4 feet-NAVD.

Item	Description
Prior Land Use	Review of aerial photographs (ref. Google Earth) indicate the site has been developed with the existing improvements since at least 2002.
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Review of the Web Soil Survey indicates the site is mapped with Soil Unit 7, Canova-Anclote-Okeelanta fine sands. The typical Canova soil profile consists of **muck** to a depth of 8 inches, followed by fine sand to a depth of 24 inches, and underlain by sandy clay loam to a depth of 63 inches. The typical Anclote soil profile consists of fine sand to a depth of 80 inches or more. The typical Okeelanta soil profile consists of muck to a depth of 20 inches underlain by fine sand to a depth of 54 inches. Under natural (pre-development) conditions, the seasonal high groundwater level (SHGWL) is reported to be ponded at or above the ground surface. Additionally, our experience near the vicinity of the proposed site indicates that subsurface conditions will likely consist of sands with varying amounts of silt from the surface to a depth of about 20 feet.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Jacobs, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed with 1 day of on-site activities.

Number of Borings	Planned Boring Depth (feet)	Planned Location
2	40	See **Exploration Plan**

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ±20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Private Utility Locate: Due to the existing development and associated private utility lines, we will subcontract a utililty locator to identify underground utilities around our planned boring locations.

Subsurface Exploration Procedures: We will advance the borings with a track-mounted drill rig using rotary wash boring techniques. Samples will be obtained continuously throughout the borings in 2-foot intervals. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with cement grout upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings and drilling slurry will be dispersed in the general vicinity of the borehole.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Sunshine State One Call of Florida (SSOCOF). We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon proposes to perform the private utility locating service. Fees associated with this service are included in our Scope of Services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during

normal business hours (Monday through Friday between 7:00am and 6:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Additional Information: We request copies of any surveys and record drawings (as-builts for existing construction) for the project area as well as any information that was assumed in the Planned Construction section.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Fines content
- Organic content

Our laboratory testing program also includes review of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommendations for below-grade structures
- Lateral earth pressure recommendations

Excluded from the scope of work is determination of a Seasonal High Groundwater Level (SHGWL) and other determinations related to design of stormwater management

features at the site. We could, however, provide these services if required by the civil design engineer.

In addition to an emailed report, your project will also be delivered using Terracon Compass (Compass). Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction

observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee[1]
Private Utility Locate Service	$1,200
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting and Reporting	$7,500
Total	$8,700

1. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule [1, 2]
Kickoff Call with Client	2 days after notice to proceed (NTP)
Site Characterization	15 days after NTP

Delivery on Compass	Schedule [1, 2]
Geotechnical Engineering	20 days after NTP

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

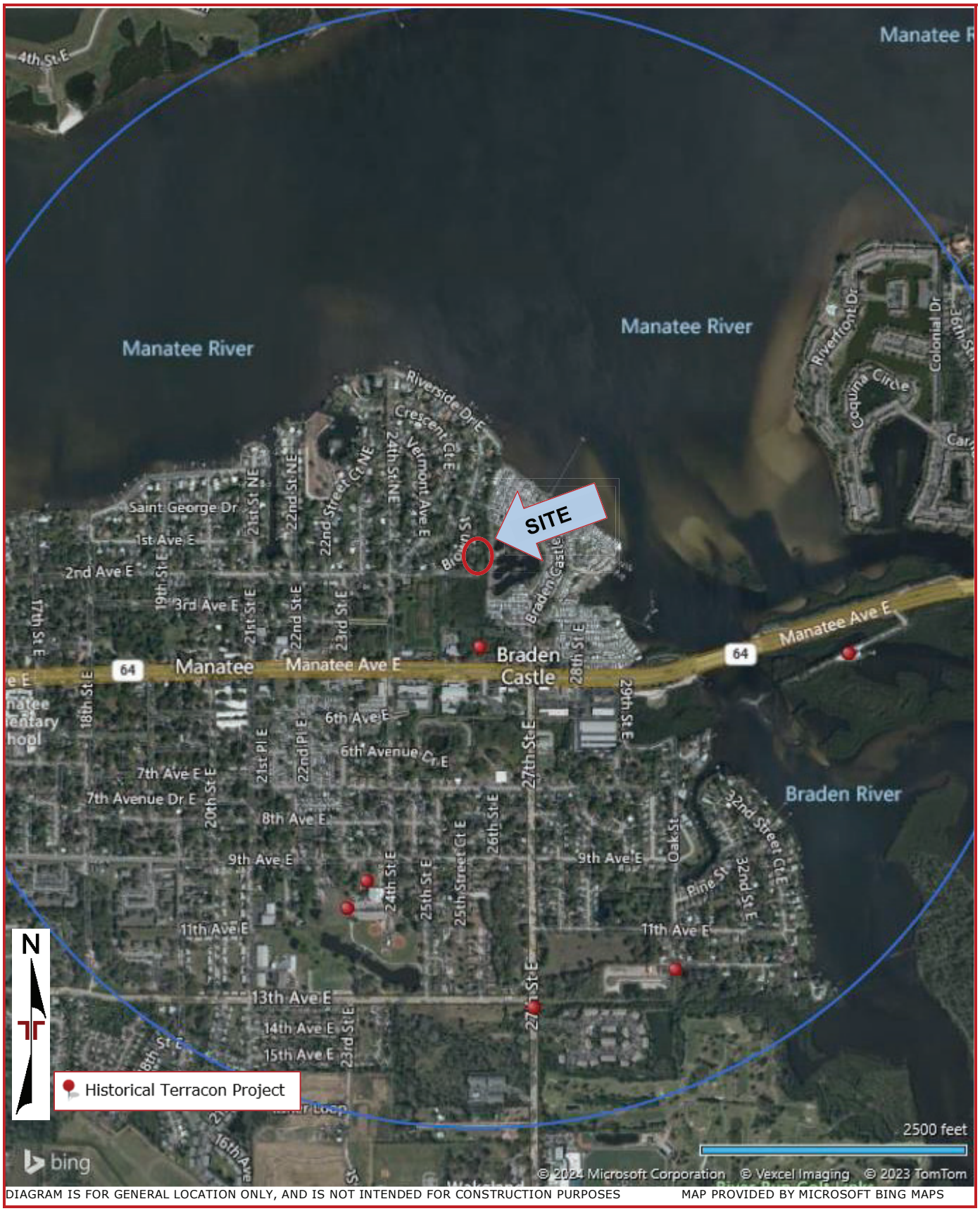


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES MAP PROVIDED BY MICROSOFT BING MAPS

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Hydrogeologic, Water & Wastewater Design, and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Jacobs Engineering Group, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1990 Main St. Suite 750, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Hydrogeologic, Water & Wastewater Design, and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023

CONSULTANT

Jacobs Engineering Group, Inc.
1990 Main Street, Suite 750
Sarasota, Florida 34236

By: _____

Katus Watson
Senior Vice President

CITY

City of Bradenton
1411 9th Street West
Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Noreen Gray
Executive Assistant

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

Niel Postlethwait	Principal Engineer
Chris Sharek	Project Manager 3

Hydrogeological Discipline	
Tom Farkas	Senior Hydrogeologist
Amanda Berens	Senior Hydrogeologist
Jon Ouverson	Hydrogeologist 2
David Vanegas	Hydrogeologist 1
Erik Svenson	Senior Hydrogeologist

Transportation Discipline	
Bill Gramer	Senior Engineer 3
Ken Wooten	Senior Engineer 2
Ana Elias	Principal Engineer
Brian Burkhard	Principal Engineer
Rosana Correa	Senior Engineer 3
Chad Polk	Senior Engineer 3
Velvet Bridges	Regional Technologist/Specialist

Water & Wastewater Discipline	
Joe Elarde	Regional Technologist/Specialist
Erik Jorgensen	Senior Engineer 3
GJ Schers	Regional Technologist/Specialist
Michelle Collins	Project Manager 3
Matt Tennant	Senior Engineer 2
Katie Bollmer	Senior Engineer 2
Leisha Pica	Principal Engineer
Dan Buonadonna	Principal Engineer
Tao Fu	Senior Engineer 3

Exhibit C - Standard Hourly Rate Schedule

Title	2023 Rates	2024 Rates	2025 Rates
Administrative	$ 103.00	$ 107.00	$ 111.00
CADD Technician	$ 108.00	$ 112.00	$ 116.00
CADD Drafter	$ 113.00	$ 118.00	$ 123.00
Senior CADD Technician	$ 140.00	$ 146.00	$ 152.00
Client Service Manager	$ 249.00	$ 259.00	$ 269.00
Community Outreach Specialist	$ 173.00	$ 180.00	$ 187.00
Construction Inspector	$ 130.00	$ 135.00	$ 140.00
Construction Manager	$ 162.00	$ 168.00	$ 175.00
Designer	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 1	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 2	$ 119.00	$ 124.00	$ 129.00
Engineer 1	$ 125.00	$ 130.00	$ 135.00
Engineer 2	$ 145.00	$ 150.00	$ 155.00
Engineer 3	$ 165.00	$ 170.00	$ 175.00
Senior Engineer 1	$ 184.00	$ 191.00	$ 199.00
Senior Engineer 2	$ 211.00	$ 219.00	$ 228.00
Senior Engineer 3	$ 249.00	$ 259.00	$ 269.00
Field Technician	$ 103.00	$ 107.00	$ 111.00
Environmental Scientist 1	$ 108.00	$ 112.00	$ 116.00
Environmental Scientist 2	$ 130.00	$ 135.00	$ 140.00
Environmental Scientist 3	$ 152.00	$ 158.00	$ 164.00
Senior Environmental Scientist	$ 191.00	$ 199.00	$ 207.00
GIS Analyst	$ 119.00	$ 124.00	$ 129.00
Senior GIS Analyst	$ 179.00	$ 186.00	$ 193.00
Hydrogeologist 1	$ 125.00	$ 130.00	$ 135.00
Hydrogeologist 2	$ 152.00	$ 158.00	$ 164.00
Hydrogeologist 3	$ 194.00	$ 202.00	$ 210.00
Senior Hydrogeologist	$ 254.00	$ 264.00	$ 275.00
Landscape Architect	$ 103.00	$ 107.00	$ 111.00
Senior Landscape Architect	$ 211.00	$ 219.00	$ 228.00
Principal Engineer (VP/Global Technologist)	$ 303.00	$ 315.00	$ 328.00
Principal Scientist	$ 249.00	$ 259.00	$ 269.00
Programmer	$ 194.00	$ 202.00	$ 210.00
Project Manager 1	$ 167.00	$ 174.00	$ 181.00
Project Manager 2	$ 222.00	$ 231.00	$ 240.00
Project Manager 3	$ 265.00	$ 276.00	$ 287.00
Regional Technologist/Specialist	$ 281.00	$ 292.00	$ 304.00
SCADA Programmer/Systems Analyst	$ 189.00	$ 197.00	$ 205.00
Secretary/Clerical	$ 103.00	$ 107.00	$ 111.00
Senior Drone/Aerial Imagery Specialist	$ 194.00	$ 202.00	$ 210.00

AGENDA ITEM NO. 8.p

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Project Approval - Design Revision to add Stormwater Facilities on 3rd Avenue East from 12th Street East to Mineral Springs Park

SUGGESTED ACTION: Approval of the construction cost for the addition of a stormwater system to facilitate improved drainage and connect proposed development, 4th Avenue Commons.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City staff became aware at the beginning of 2023 of a septic system operating on 3rd Ave E from 12th St E east to the boundary of Mineral Springs Park. As septic is prohibited by City ordinance, Public Works designed and consequently provided a work assignment to Woodruff and Sons for the installation of central sewer and construction of the roadway. The project was set to go to construction and a developer came in for site review, 4th Avenue Commons, where the rear of the property is adjacent to 3rd Ave E. A driveway will pass through from 3rd Ave E to 4th Ave E for emergency vehicles and solid waste services. The storm system from the site will connect to the proposed system to keep excess runoff off the roadway.

FINANCIAL IMPACT:
The project cost, $263,502.95, will be encumbered in GL account 43053810-563000-24508 Misc Stormwater Improvements, approved by Council in September 2023 for FY2024. We anticipate recovering a portion of the funding

from the developer when the project reaches the Certificate of Occupancy phase.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the expenditure to build stormwater facilities on 3rd Avenue East from 12th Street East to Mineral Springs Park.

ATTACHMENTS:
Proposal and Construction Drawings

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	(941) 708-6300
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	3rd Ave. E. Additional Storm To Contract	**Bid Number:**	2788-P01
Project Location:	3rd Ave. E. @ 12th St. E., Bradenton, FL	**Bid Date:**	6/18/2024

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Connect To Existing Storm Manhole	1.00	EACH	$13,835.41	$13,835.41
2	Install 15" A-2000 PVC Storm Sewer	285.00	LF	$229.23	$65,330.55
3b	Water Main Relocate/off-set	1.00	LS	$18,602.52	$18,602.52
4	Install Curb Type Inlet	2.00	EACH	$14,458.09	$28,916.18
5	Form & Pour Curb	380.00	LF	$111.23	$42,267.40
6	Restoration & Sod	1.00	LS	$12,601.92	$12,601.92
7	Road Restoration & Paving	1.00	LS	$73,553.75	$73,553.75
8	Mobilization/Demobilization **(if Needed)**	1.00	LS	$8,395.22	$8,395.22

Total Bid Price: $263,502.95

Notes:

- ***This proposal does not include any existing fence or driveway repairs or replacements.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

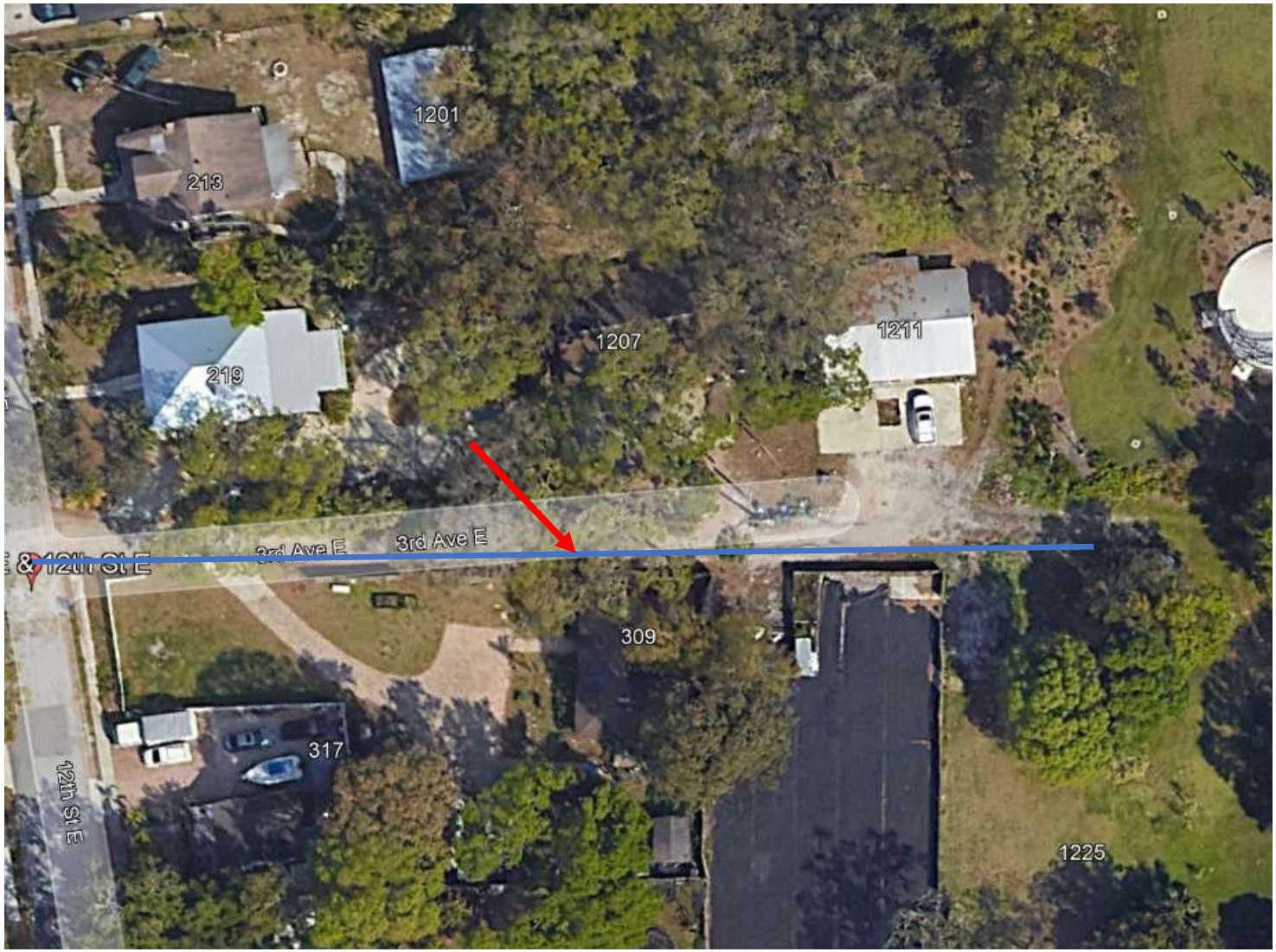
CONFIRMED:

Woodruff & Sons, Inc. - Bid

Authorized Signature: _____

Estimator: Rick Losiniecki
(941) 756-1871 rickl@woodruffandsons.com

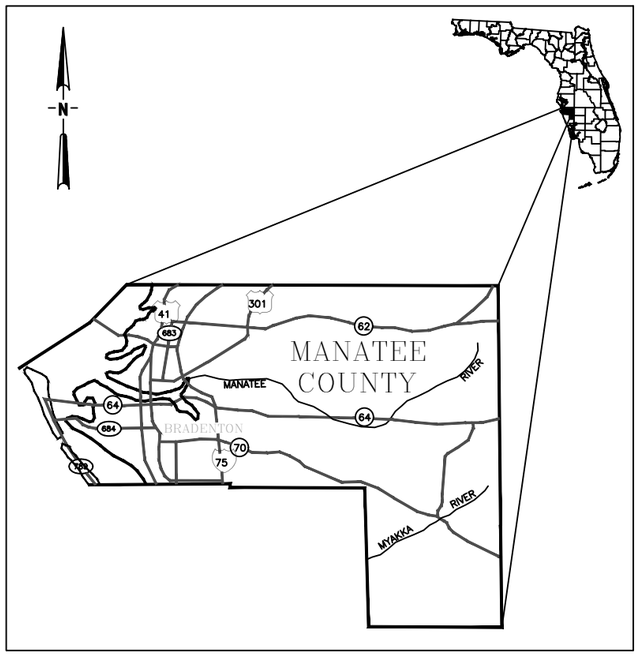
3rd Ave E Proposed Drainage System – Roadway alignment and sanitary system installation previously approved



SEPTIC SYSTEM TO SANITARY SEWER

3rd AVENUE EAST
(12th STREET EAST TO THE EAST)

CONSTRUCTION DRAWINGS

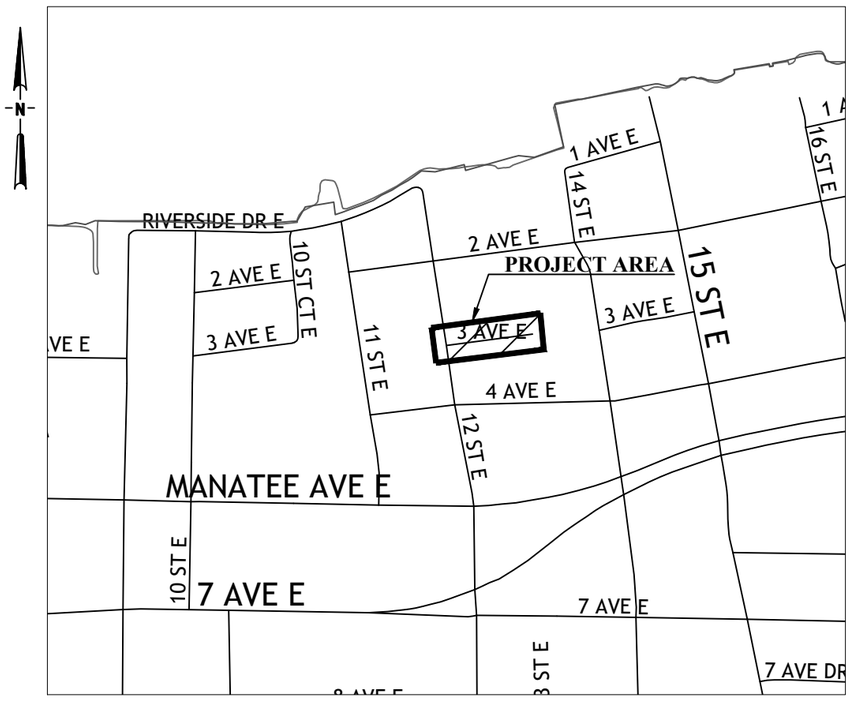


SITE VICINITY MAP

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT
DECEMBER 2020



LOCATION MAP

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
1411 9TH STREET WEST
BRADENTON, FL 34205
(941) 708-6300

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:42:48 AM

GENERAL NOTES

REFERENCED DATA

1. TOPOGRAPHIC SURVEY PERFORMED BY ESP ASSOCIATES FL, INC., 518 13TH STREET WEST, BRADENTON, FL 34205, A LICENSED PROFESSIONAL LAND SURVEYOR, DATED SEPTEMBER, 2022.

2. VERTICAL DATA SHOWN HEREON IS BASED ON NGS BENCHMARK U695, WITH A PUBLISHED ELEVATION OF 11.16' (NAVD 1988) AND REFERENCED WITH A GPS NETWORK FROM BOTH FPRN AND TRIMBLE VRS NETWORKS.

3. THE SURVEY INFORMATION CONTAINED HEREIN WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. EXISTING CONTOURS SHOWN REPRESENT INTERPOLATIONS/EXTRAPOLATIONS FROM THE BEST AVAILABLE SURVEY DATA. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.

GENERAL

4. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (CITY OF BRADENTON, MANATEE CO., FDEP, SWFWMD, FDOT, ETC) OBTAINED FOR THIS PROJECT.

5. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.

6. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT THE CITY OF BRADENTON INFRASTRUCTURE SPECIFICATIONS AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

7. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.

8. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

9. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.

10. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.

11. THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IN WRITING, WITHIN 24 HOURS, IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.

12. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.

14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.

15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED, IF NECESSARY FOR CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.

SAFETY

18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.

19. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

20. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS OR BETTER BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

21. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD.

MAINTENANCE OF TRAFFIC

22. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 600 AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH THE USE OF FLAGGER IF NECESSARY. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.

24. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT. THE MOST STRINGENT SHALL GOVERN.

PIPING NOTES

25. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.

26. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.

UTILITY SEPARATION

27. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.

28. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.

29. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER FOR A WORK AROUND TO THE UTILITY CONFLICT.

PROJECT SPECIFIC:

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY TEMPORARY CONSTRUCTION EASEMENTS THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.

31. IT IS THE INTENT OF THIS CONTRACT THAT EXISTING WATER LINES WILL REMAIN IN SERVICE AND UNDAMAGED UNTIL SERVICE CONNECTIONS ON THAT SECTION OF PIPE HAVE BEEN SUCCESSFULLY MOVED TO THE NEWLY INSTALLED AND ACCEPTED WATER MAINS.

32. THE FIRE HYDRANT ASSEMBLY SHALL BE EXCAVATED AND REMOVED TO 24" BELOW GRADE LEVEL AND THE PIPE CAPPED WITH CONCRETE. SALVAGED FIRE HYDRANTS SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY'S FACILITY AT 13TH AVENUE WEST IN A CITY DESIGNATED AREA.

33. ALL CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS, LATEST REVISION AND EXCEED THE REQUIREMENTS OF THOSE SPECIFICATIONS WHERE INDICATED ON THESE CONSTRUCTION DRAWINGS OR IN THE PROJECT SPECIFICATIONS.

34. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY OR HAVE VERIFIED THE LOCATION OF EXISTING UTILITIES AND ANY OTHER SUBSURFACE FACILITIES BEFORE STARTING WORK. HE SHALL BE LIABLE FOR ANY EXPENSE RESULTING FROM DAMAGE TO SAME. ANY CONFLICTS WITH EXISTING UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS SOON AS POSSIBLE.

35. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT, ENGINEER 24 HOURS PRIOR TO ANY WORK AT SITE & 48 HOURS PRIOR TO ANY TESTING. WATER MAINS TIE-INS REQUIRING WATER SERVICE TO BE SHUT OFF SHALL BE MADE WHEN REQUIRED BY CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT.

36. THE CONTRACTOR SHALL COORDINATE HOLDING OF POLES WITH UTILITY COMPANIES IN ADVANCE SO UNNECESSARY DELAYS OF PROJECT SHALL NOT BE INCURRED. THE COST FOR THE HOLDING OF THE POWER POLES SHALL BE INCLUDED IN THE WATER MAIN UNIT COST ITEMS CONTAINED IN THE PROPOSAL.

DRAWING INDEX

DWG. NO.	DESCRIPTION
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G-4	KEY MAP and SURVEYOR NOTES
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DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

GENERAL NOTES and DRAWING INDEX

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. 40859000-563000-####
SCALE NONE
DWG. NO. G-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:42:53 AM

CIVIL LEGEND

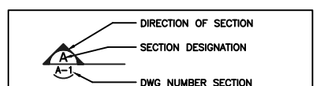
NOTE: IN GENERAL, LIGHT OR SCREENED LINES INDICATE EXISTING OR WORK OF OTHER TRADES, BOLD LINES INDICATE PROPOSED WORK

EXISTING	DESCRIPTION	PROPOSED
	CONTROL POINT	
	IRON PIPE FOUND	
	IRON ROD FOUND	
	BENCHMARK	
	NAIL AND SISK FOUND	
	NAIL AND DISK SET	
	LIGHT POLE	
	WOOD UTILITY POLE	
	GUY WIRE	
EB	ELECTRIC BOX	
AC	AIR CONDITIONER UNIT	
WM	WATER METER	
	WATER VALVE	
	BACKFLOW PREVENTER	
	FIRE HYDRANT	
V	VERIZON HAND HOLE	
S SAN#	SANITARY MANHOLE	
D STM#	STORM MANHOLE	
T	TELEPHONE MANHOLE	
M	MANHOLE	
	GAS MARKER	
T	TELEPHONE PEDESTAL	
MB	MAILBOX	
	SIGN	
FO	FIBER OPTIC	
123.45	SPOT ELEVATION	7.62
	SANITARY CLEAN OUT	
GRATE#	GRATE INLET	
x	FENCE LINES	
OE OE	OVERHEAD ELECTRIC LINES	
UGE	UNDERGROUND ELECTRIC LINES	
UGW	UNDERGROUND WATER LINES	W
GAS	UNDERGROUND GAS LINES	
SAN	SANITARY SEWER LINES	
STM	STORM SEWER LINES	
UGT	UNDERGROUND TELEPHONE	
ROW	RIGHT OF WAY	
	WATER MAIN TO BE ABANDONED IN PLACE	
	PROPOSED ROAD	
	LIMITS OF MILLING AND RESURFACE	
	OAK TREE	
	PINE TREE	
	PALM TREE	
	UNKNOWN TREE	

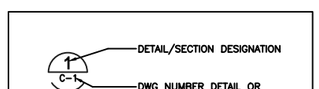
STANDARD ABBREVIATIONS

ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B/L	BASELINE OF CONSTRUCTION
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BO	BLOW-OFF
(C)	COMPUTED MEASUREMENT
COB	CITY OF BRADENTON
C/L, CL, ℄	CENTERLINE
CI	CAST IRON
CIP	CAST IN PLACE, CAST IRON PIPE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
COM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCTION
CP	CONTROL POINT
CPP	CORRUGATED PLASTIC PIPE
DBI	DITCH BOTTOM INLET
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELEC	ELECTRICAL
EOP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EXIST	EXISTING
FF	FINISHED FLOOR ELEVATION
FDC	FIRE DEPARTMENT CONNECTION
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
FT	FOOT
GAL	GALLON
GEN	GENERATOR
GND	GROUND
GV	GATE VALVE
HDD	HORIZONTAL DIRECTIONAL DRILL
HDPE	HIGH DENSITY POLYETHYLENE
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
INV	INVERT ELEVATION
LB	LICENSED BUSINESS
LF	LINEAR FEET
LS	LIFT STATION
LT	LEFT
LWL	LOW WATER LEVEL
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NE	NORTH EAST
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTS	NOT TO SCALE
NW	NORTH WEST
OD	OUTSIDE DIAMETER
ORB	OFFICIAL RECORDS BOOK
P/L	PROPERTY LINE
PB	PULL BOX
PID	PARCEL INDENTIFICATION
PLS	PROFESSIONAL LAND SURVEYOR
PP	POWER POLE
PRM	PERMANENT REFERENCE MONUMENT
PSI	POUNDS PER SQUARE INCH
PT	POINT of TANGENT
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
(R)	RECORD MEASUREMENT
RAD	RADIUS
R/W, ROW	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
RJ	RESTRAINED JOINT
RT	RIGHT
S	SOUTH
SAN	SANITARY
SCH	SCHEDULE
SE	SOUTH EAST
SR	STATE ROAD
STA	STATION
STCI	STORMWATER CURB INLET
STD	STANDARD
STM	STORM
STMH	STORMWATER MANHOLE
SW	SOUTH WEST
SWFWMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SY	SQUARE YARD
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOC	TOP OF CONCRETE, TOP OF CURB
TOE	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UGG	UNDERGROUND GAS
UGT	UNDERGROUND TELEPHONE
UGW	UNDERGROUND WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST
W/	WITH
WM	WATER MAIN
WSE, WSEL	WATER SURFACE ELEVATION
WT	WEIGHT
WV	WATER VALVE

NOTE:
1. NOT ALL ABBREVIATIONS MAY BE USED FOR THIS PROJECT.



SECTION DESIGNATION



DETAIL/SECTION DESIGNATION

UTILITY CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF BRADENTON	KIM CLAYBACK INFRASTRUCTURE ENGINEER	1411-9th STREET WEST BRADENTON, FL. 34205	(941) 708-6300
FLORIDA POWER AND LIGHT DISTRIBUTION	CAREY McCOY	1253 12th AVENUE EAST PALMETTO, FL. 34221	(941) 723-4426
FLORIDA POWER AND LIGHT TRANSMISSION	KRISTIN GARDNER	420 ALBEE FARM RD. VENICE, FL 34285	(941) 483-2049
BRIGHT HOUSE	TOM WRIGHT	5413 SR. 64 EAST BRADENTON, FL. 34208	(941) 748-3816
TECO/PEOPLE'S GAS SYSTEM, INC.	DANNY SHANAHAN	8261 VICO CT. SARASOTA, FL. 34240	(941) 342-4030
FRONTIER	DENISE HUTTON	1701 RINGLING BLVD. MCFLSS 4113 SARASOTA, FL. 34236	(941) 906-6722
SUNSHINE ONE-CALL	-	-	1-800-432-4770
MANATEE COUNTY UTILITIES	OLGA ROSIER	4422 C 66TH ST WEST BRADENTON, FL. 34210	792-8811 EXT. 5059
MANATEE COUNTY TRAFFIC DESIGN DIVISION	GERARDO "JERRY" TRAVERSO	2101 47th TERRACE EAST BRADENTON, FL. 34203	(941) 749-3500 EXT. 7859
CSX R/R TRANSPORTATION	DOUGLAS HALPIN	4901 BELFORD RD. SUITE 130 JACKSONVILLE, FL 32256	(904) 245-1057
BLACK AND VEATCH-TAMPA	KEN SOULE	3405 W MLKJR BLVD SUITE 125 TAMPA, FL 33607	(813) 539-2274
MCI	NATIONAL FIBER SECURITY DEPARTMENT	ASHBURN, VA	(800) 624-9675 (800) 289-3427
OPITCALTEL	NICK IAFFALDANO	MIAMI, FL	(888) 860-4088
CROWN CASTLE NG	STAKE CENTER LOCATING	SARASOTA, FL	(888) 860-4088

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PROJECT ENGINEER

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PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. G-3

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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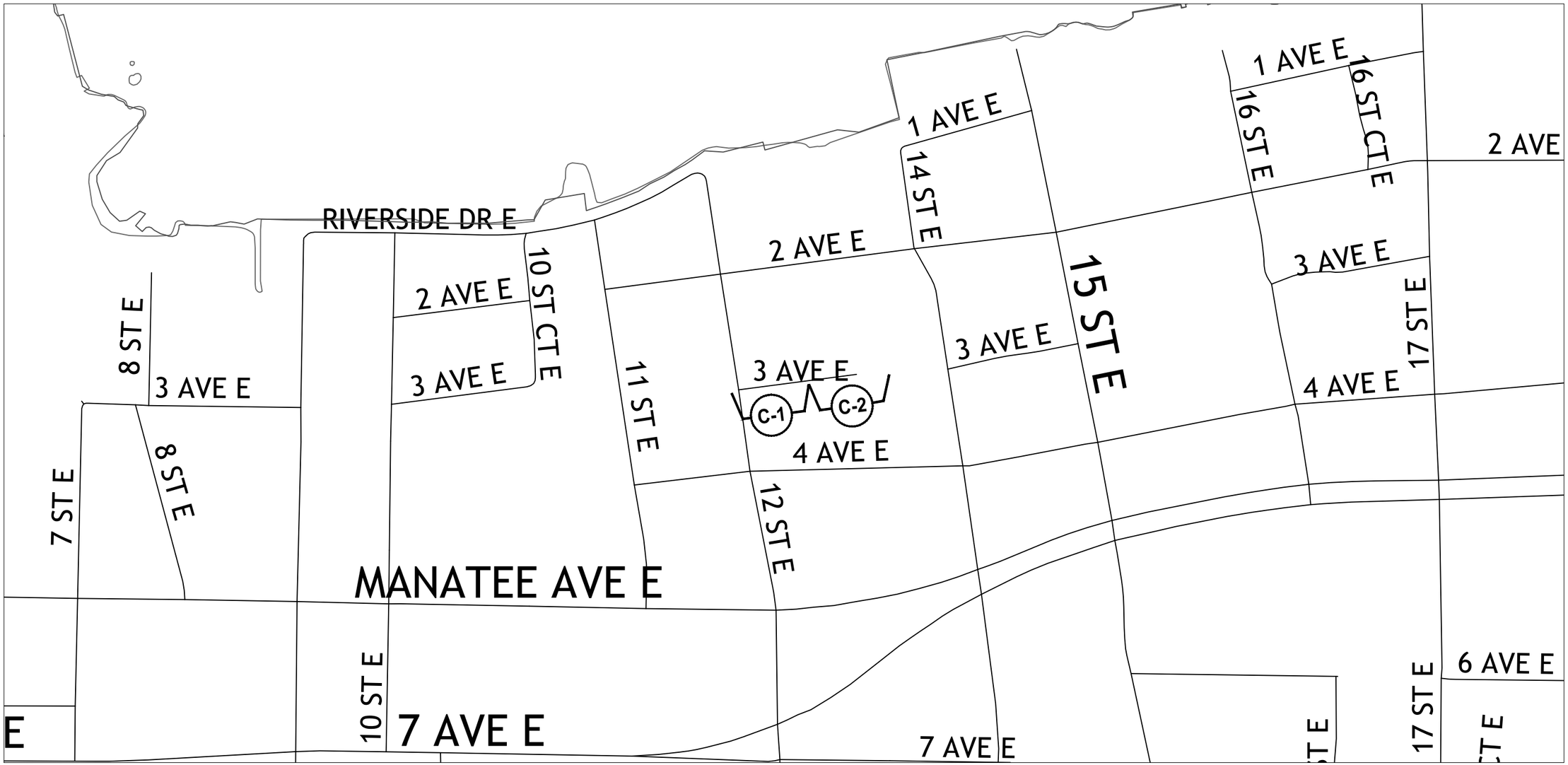

SURVEYOR NOTES

1. HORIZONTAL DATA SHOWN HEREON IS BASED THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83/2011 ADJUSTMENT) UTILIZING A GPS NETWORK FROM BOTH FPRN AND TRIMBLE VRS NETWORKS
2. THE PURPOSE OF THIS SURVEY IS TO SHOW A TOPOGRAPHIC DEPICTION OF THE EXISTING 3RD AVENUE EAST RIGHT-OF-WAY INCLUDING A PORTION OF 12TH STREET EAST, TOGETHER WITH SANITARY AND STORM STRUCTURES WITHIN THE RIGHT-OF-WAY CORRIDOR.
3. VERTICAL DATA SHOWN HEREON IS BASED ON NGS BENCHMARK U695, WITH A PUBLISHED ELEVATION OF 11.16' (NAVD 1988) AND REFERENCED WITH A GPS NETWORK FROM BOTH FPRN AND TRIMBLE VRS NETWORKS.
4. UNLESS OTHERWISE NOTED, ALL DISTANCES SHOWN HAVE BEEN CALCULATED FROM A CLOSED FIELD TRAVERSE OR DIRECT FIELD MEASUREMENT.
5. ALL REFERENCED OFFICIAL RECORDS, PLATS, AND INSTRUMENTS ARE RECORDED IN THE PUBLIC RECORD OF MANATEE COUNTY, UNLESS OTHERWISE NOTED.
6. ALL TREES AND VEGETATION WITHIN THE RIGHT-OF-WAY CORRIDOR WERE LOCATED AS SHOWN AND LABELED IN THE LEGEND.
7. ALL UTILITIES SHOWN WERE LOCATED FROM SURFACE EVIDENCE AND 811 CALL TICKETS AS MARKED.
8. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULT OF A SURVEY PERFORMED ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.
9. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
10. THIS SPECIFIC PURPOSE SURVEY CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SPECIFIC PURPOSE SURVEY".

SURVEYOR'S CERTIFICATION

THIS SPECIFIC PURPOSE SURVEY WAS PERFORMED FOR THE PURPOSE OF ESTABLISHING A BASE LINE AND LOCATING THE LIMITS OF THE MAINTAINED RIGHT-OF-WAY AS IDENTIFIED BY THE MAINTENANCE AUTHORITY FOR MANATEE COUNTY. I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON SEPTEMBER 03, 2020 AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 12/01/2022

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC
SIGNATURE AND SEAL OF WALTER J. SMITH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LB #7343

ESP ASSOCIATES FL, INC.
518 13TH STREET WEST
BRADENTON, FL 34205
PHONE 941-345-5451
WWW.ESPASSOCIATES.COM

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CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

KEY MAP and SURVEYOR NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. 40859000-563000-#####
SCALE NONE
DWG. NO. G-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL NON-REUSABLE SILT FROM THE SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER EACH DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM IF 1FT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON SEDIMENT FILTER DETAIL (SEE DETAIL G-8). THE DEPTH OF STONE SHALL BE AT LEAST 1FT OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 1.5FT ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL OR WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE, AFTER THE SYNTHETIC BALE OR FILTER BARRIERS, AND OR SILT FENCES ARE NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SODDED.
10. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
11. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.
12. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND SWALES AS WELL AS PROVIDE MEASURES TO PREVENT SILTATION OF STORMWATER TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE WHATEVER MEANS NECESSARY TO MANAGE STORMWATER SUCH THAT IMPACT TO CONSTRUCTION IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, INCLUDING PROVIDING EQUIPMENT, LABOR, FILL, ETC. NECESSARY TO REMEDIATE AND/OR RESTORE ALL AREAS IMPACTED BY EROSION, RUNOFF, AND STORMWATER.
13. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER) CHAPTER 6.
14. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
15. SOD SHALL BE PLACED IN AREAS WHICH REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITIES ARE MAINTAINED.
16. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALLS.
17. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE SWFWMD.
18. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION, AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED AND MULCHED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR SHALL USE ADDITIONAL MEASURES TO STABILIZE DISTURBED AREAS THROUGH COMPACTION, SILT SCREENS AND GRASSING. ALL FILL SLOPES 6:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
20. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SWFWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.
21. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RULES AND REGULATIONS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT STAND OF SOD AND/OR GRASS PER THE CONTRACT DOCUMENTS, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, CITY OF BRADENTON STANDARDS, AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
23. THESE PLANS INCLUDING THE POLLUTION PREVENTION PLAN INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. CONTRACTOR IS REQUIRED TO INSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
24. 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS. (FOR ANY CONSTRUCTION NOT COVERED BY THE OWNER'S "NOTICE OF INTENT" PERMIT")

STORMWATER POLLUTION PREVENTION NOTES

GENERAL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION AND SEDIMENT CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
8. ON-SITE AND OFF-SITE SOIL STOCKPILE, AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
9. FUEL AND OTHER PETROLEUM PRODUCT SPILLS SHALL BE CONTAINED, CLEANED UP AND REPORTED IMMEDIATELY.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED AND MULCHED AS SHOWN ON THE PLANS.
15. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL): 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES STATE WATER QUALITY STANDARDS.

EROSION AND SEDIMENT TRANSPORT PREVENTION

18. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF MEASURES REQUIRED TO CONTROL EROSION AND TRANSPORT OF SEDIMENTS WITHIN AND FROM THE PROJECT AREA, SO AS TO PREVENT THE DEGRADATION OF RECEIVING WATERS, DETRIMENTAL EFFECTS ON PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE PROJECT AND DAMAGE WITHIN THE PROJECT AREA. THESE MEASURES WILL INCLUDE THE CONSTRUCTION AND MAINTENANCE OF TEMPORARY AND PERMANENT EROSION CONTROLS.
19. CONSTRUCTION OPERATIONS SHALL BE RESTRICTED TO THOSE AREAS WHERE IT IS NECESSARY TO PERFORM FILLING OR EXCAVATION TO ACCOMPLISH THE WORK SHOWN ON THE DRAWINGS AND TO THOSE AREAS WHICH MUST BE ENTERED TO CONSTRUCT TEMPORARY OR PERMANENT STRUCTURES. AS SOON AS THE CONDITIONS WILL PERMIT, RIVERS, STREAMS, IMPOUNDMENT, STORMWATER STORAGE AND CONVEYANCE SYSTEMS AND ANY ONSITE RECEIVING WATER BODIES SHALL BE PROMPTLY CLEARED OF ALL OBSTRUCTIONS PLACED THEREIN OR CAUSED BY CONSTRUCTION OPERATIONS. RUNOFF FROM UNSTABILIZED AREAS SHALL BE DIRECTED TO EITHER THE OFFSITE POND OR TREATED THROUGH SILT FENCES BEFORE DISCHARGING FROM THE PROPERTY.

EROSION PRACTICES

20. PERMANENT EROSION CONTROL FEATURES SHALL BE INCORPORATED INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME. TEMPORARY CONTROL FEATURES WILL BE USED TO CORRECT CONDITIONS THAT DEVELOP DURING CONSTRUCTION WHICH WERE NOT FORESEEN AT THE TIME OF DESIGN TO CONTROL EROSION PRIOR TO THE TIME IT IS PRACTICAL TO CONSTRUCT PERMANENT CONTROL FEATURES.
21. TEMPORARY EROSION CONTROL MAY BE USED IN CONTROLLING EROSION IN AREAS WHERE CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR, PRECLUDE COMPLETION OF A SECTION OF A PROJECT IN A CONTINUOUS MANNER, AND FOR CONTROLLING EROSION IN AREAS WHERE CONSTRUCTION OPERATIONS MUST BE PERFORMED SUBSEQUENTLY THAT WILL CAUSE DAMAGE TO PERMANENT EROSION CONTROL FEATURES. TEMPORARY EROSION AND WATER POLLUTION CONTROL FEATURES SHALL CONSIST OF, BUT NOT BE LIMITED TO, GRASS, TEMPORARY MULCHING, SANDBAGGING, SEDIMENT BASINS, SEDIMENT CHECKS/EARTH DITCH CHECKS, BERMS, FLOATING TURBIDITY BARRIERS AND SILT FENCE.

STABILIZATION PRACTICES

22. TEMPORARY STABILIZATION – SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS WILL BE STABILIZED WITHIN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THESE AREAS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. THE SURFACE AREAS OF UNPROTECTED ERODIBLE EARTH EXPOSED BY CLEARING AND GRUBBING, EXCAVATION OR FILLING OPERATIONS SHALL BE KEPT TO A MINIMUM AS PRACTICAL.
23. PERMANENT STABILIZATION – ALL DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED WILL BE STABILIZED BY SOD IN ACCORDANCE WITH THE LANDSCAPING PLANS AND/OR CONSTRUCTION PLANS.

STRUCTURAL PRACTICES

24. STAKED SILT SCREENS – WILL BE INSTALLED ACCORDING TO THE PLANS TO PROTECT OFFSITE AREAS FROM ANY POSSIBLE ADVERSE EFFECTS FROM SEDIMENTS. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM SIDE OF ANY SILT SCREEN ONCE THE ACCUMULATED SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT SCREEN. ANY SEDIMENT DEPOSITS OR SOIL DISTURBANCE CREATED DURING THE INSTALLATION AND REMOVAL OF SILT SCREEN SHALL BE DRESSED TO CONFORM TO THE FINISHED GRADE. THE SILT SCREEN SHALL BE INSPECTED ALONG WITH THE REST OF THE PROJECT ONCE EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL EVENT EXCEEDING 0.5". WHERE DEFICIENCIES EXIST, ADDITIONAL SILT FENCES SHALL BE INSTALLED OR REPLACED. ATTACHMENT OF SILT SCREEN TO EXISTING TREES WILL NOT BE PERMITTED UNLESS APPROVED BY THE PROJECT ENGINEER.

NOTE: THE FOLLOWING CONTROLS CONCERN DAY-TO-DAY ACTIVITIES ON THE SITE. THE SITE SUPERINTENDENT IS RESPONSIBLE FOR SEEING THAT THEY ARE CARRIED OUT APPROPRIATELY.

WASTE DISPOSAL

25. WASTE MATERIALS – ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN METAL DUMPSTERS AND THEN HAULED TO AN APPROVED DISPOSAL SITE. THE DUMPSTERS WILL MEET ALL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. NO CONSTRUCTION WASTE WILL BE BURIED ON THE SITE. ALL PERSONNEL WILL BE INSTRUCTED IN THE CORRECT PROCEDURE FOR WASTE DISPOSAL. EMPLOYEE WASTE AND OTHER LOOSE MATERIALS, E.G., CUPS, CANS, BAGS, ETC., WILL BE COLLECTED SO AS TO PREVENT THE RELEASE OF "FLOATABLES" DURING RUNOFF EVENTS.
26. HAZARDOUS WASTE – ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS, OR BY THE MANUFACTURER.
27. SANITARY WASTE – ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS IN A TIMELY MANNER MEETING ALL LOCAL AND STATE REGULATIONS.

OFFSITE VEHICLE TRACKING

28. MONITORING OF OFFSITE TRACKING OF SEDIMENTS AT THE ENTRANCES IS ESSENTIAL WHERE SILT FENCE WILL NOT BE PLACED TO ENABLE ACCESS TO THE SITE. IF IT APPEARS THAT SIGNIFICANT AMOUNTS OF SEDIMENT ARE BEING TRACKED OFF THE SITE, GRAVEL ENTRANCES OR OTHER EQUIVALENT MEASURES ARE RECOMMENDED TO HELP DISLODGE THE SOIL, SEDIMENT AND DIRT BEFORE THE VEHICLES LEAVE THE SITE.

TIMING OF CONTROL MEASURES

29. AREAS WHERE THE GROUND HAS BEEN DISTURBED AND CONSTRUCTION ACTIVITIES TEMPORARILY WILL CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA WHERE THE GROUND HAS BEEN DISTURBED, THAT AREA WILL BE STABILIZED WITH SOD OR OTHER SUITABLE STABILIZATION MATERIALS. AFTER THE SITE IS STABILIZED, ALL EXCESS SEDIMENTS AND DEBRIS WILL BE REMOVED FROM THE PONDS AND STORMWATER CONVEYANCE SYSTEM/STRUCTURES RECEIVING DIRECT RUNOFF FROM THE AREA.

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

STORMWATER POLLUTION PREVENTION PLAN NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. 40859000-563000-#####
SCALE NONE
DWG. NO. G-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 127H ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:43:08 AM

STORMWATER POLLUTION PREVENTION PLAN

THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL.

SITE DESCRIPTION AND GENERAL INFORMATION

PROJECT NAME AND LOCATION

THIS STORMWATER POLLUTION PREVENTION PLAN INCLUDES SANITARY SEWER INSTALLATION IN THE FOLLOWING AREAS: 1) ON 3rd AVENUE EAST FROM 12th STREET EAST TO THE EAST.

OWNER NAME AND ADDRESS

CITY OF BRADENTON
1411 9TH ST W
BRADENTON, FL 34205

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF SANITARY SEWER AND SERVICE LINE INSTALLATION.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF MAJOR ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCE AS SHOWN ON PLANS.
2. STABILIZE CLEARED AREAS WITHIN 48 HOURS OF LAST DISTURBANCE.
3. COMPLETE GRADING AND INSTALL PERMANENT SODDING.
4. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE (E.G. SOD, ETC) ANY REMAINING DISTURBED AREAS.

SUFFICIENT PRECAUTIONS SHALL BE TAKEN TO PREVENT POLLUTION OF STREAMS, CANALS, LAKES, RESERVOIRS, WETLANDS, AND OTHER WATER IMPOUNDMENTS. ALSO, OPERATIONS SHALL BE CONDUCTED AND SCHEDULED SO AS TO AVOID POLLUTION OR SILTATION OF STREAMS, WATER BODIES, ETC.

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

(Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater)

FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain Data	Type of Control (see below)	Date Installed/ Modified	Current Condition (see below)	Corrective Action/Other Remarks

Condition Code:
G=Good M=Marginal, needs maintenance or replacement soon P=Poor, needs immediate maintenance or replacement
C=Needs to be cleaned O=Other

Control Type Codes:

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural Diversion	12. Vegetative preservation area	21. Sediment basin	30. Retention pond
4. Swale	13. Retention pond	22. Temporary seed/sod	31. Waste disposal/housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed/sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand bag
7. Subsurface drain	16. Curb and gutter	25. Hay bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____
Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

******

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

CITY OF BRADENTON
1411 9TH ST W
BRADENTON, FL 34205

SIGNED: _____ PRINT NAME: _____

DATE: _____

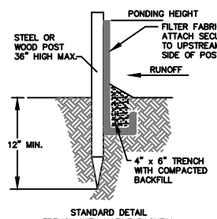
CONTRACTOR'S CERTIFICATION

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

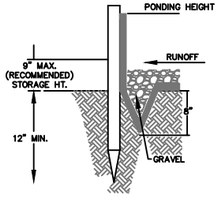
"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

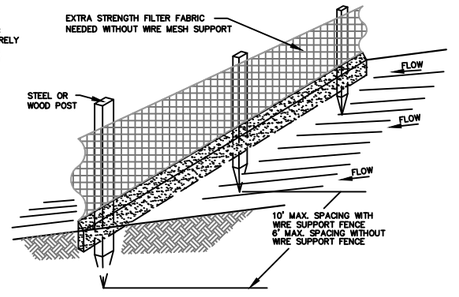
SIGNATURE/DATE: _____
NAME: _____

COMPANY NAME: _____
ADDRESS: _____
_____
TELEPHONE NO: _____
RESPONSIBILITY: _____



STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL





INSTALLING A
FILTER FABRIC SILT FENCE
CITY INDEX NO. 607; 3 OF 3
N.T.S.

NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

SILT FENCE DETAIL 1
NTS ####

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

STORMWATER POLLUTION PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. 40859000-563000-####
SCALE NONE
DWG. NO. G-6

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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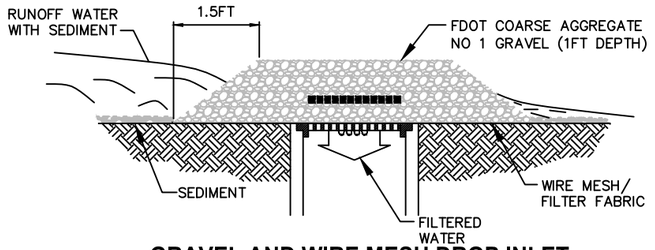
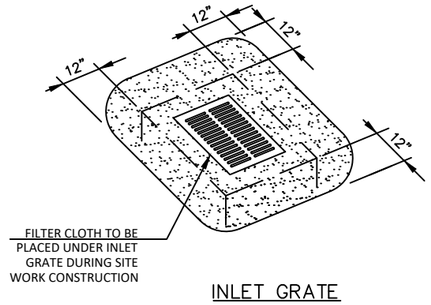
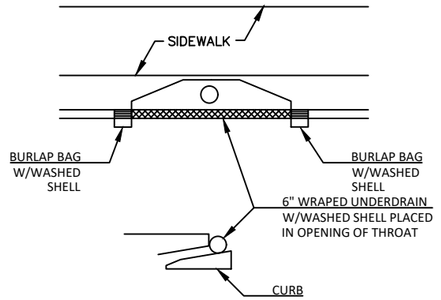


GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

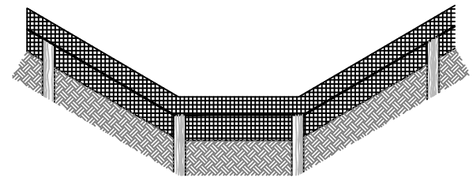


INLET GRATE

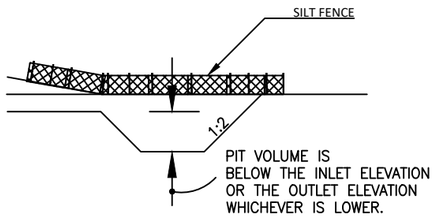


CURB INLET

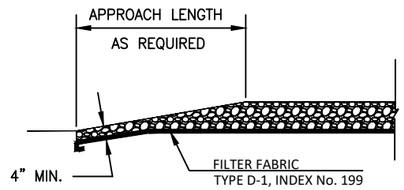
FILTER CLOTH INSTALLATION



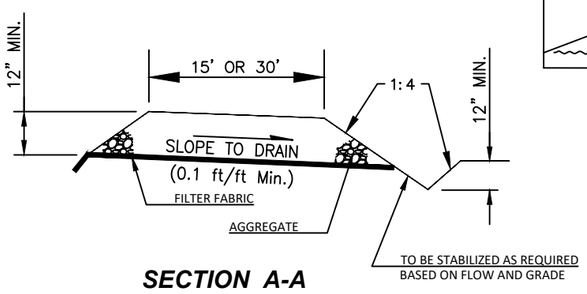
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



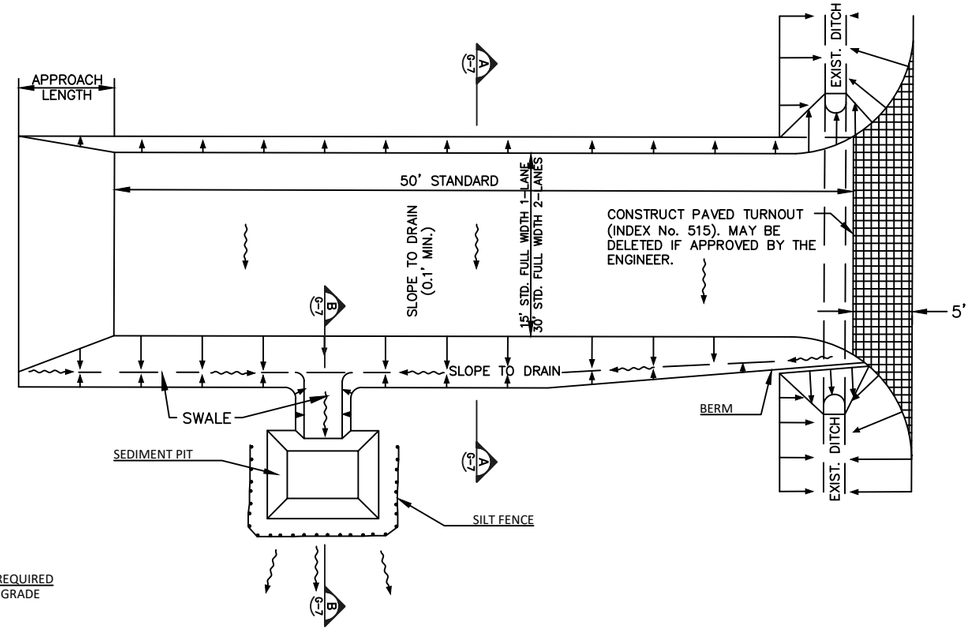
SECTION B-B



TRANSITION DETAIL



SECTION A-A



CONSTRUCTION ENTRANCE

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

STORMWATER POLLUTION PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
SCALE NONE
PROJECT NO. 40859000-563000-####
DWG. NO. G-7

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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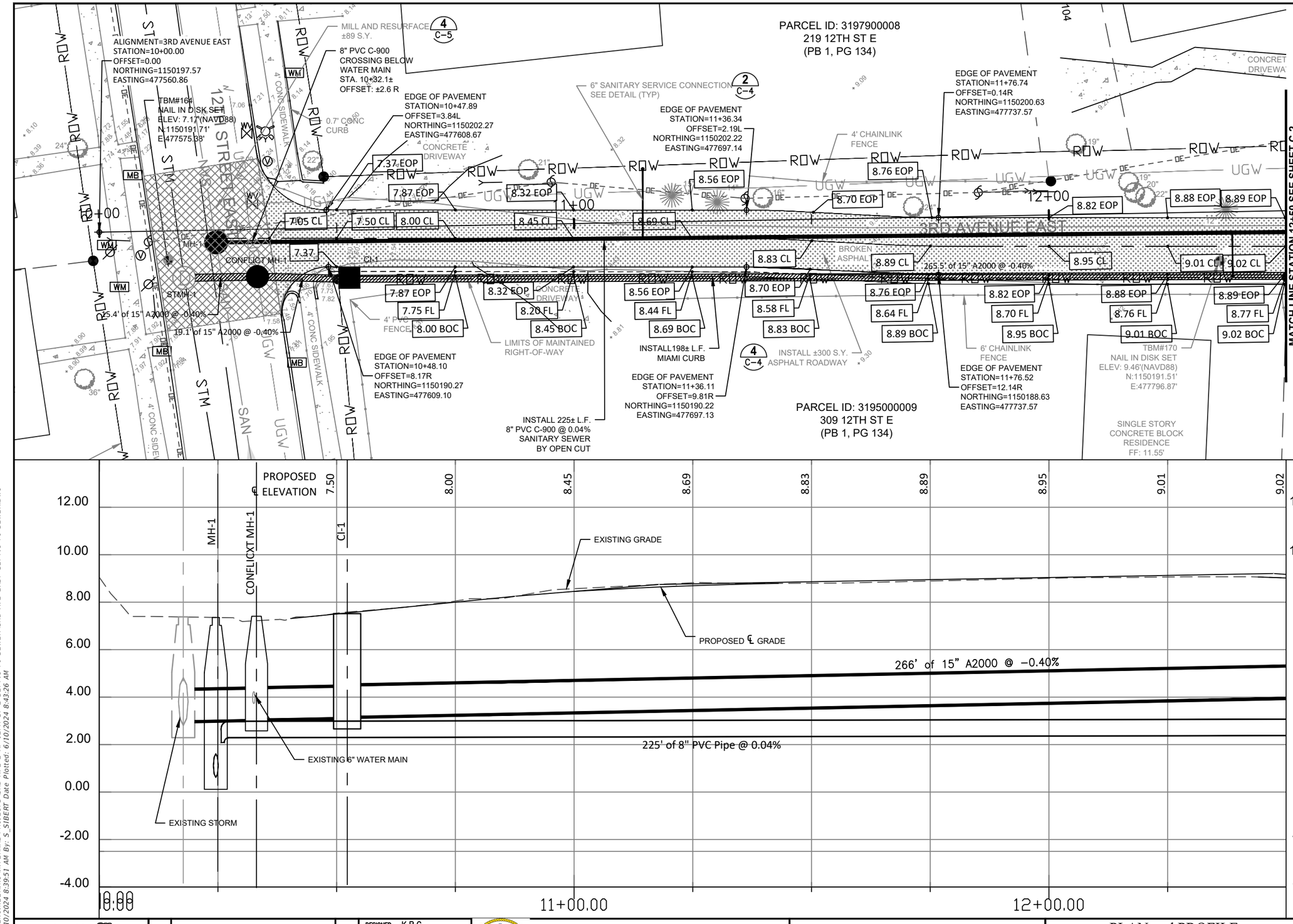

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY
6/2024	ADDED/CHANGED DRAINAGE; ADDED MIAMI CURB	SIBE

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

PLAN and PROFILE
3rd AVENUE EAST
STA.10+00 to STA. 12+50

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. #####
SCALE 1"=20' H 1"=4' V
DWG. NO. C-1

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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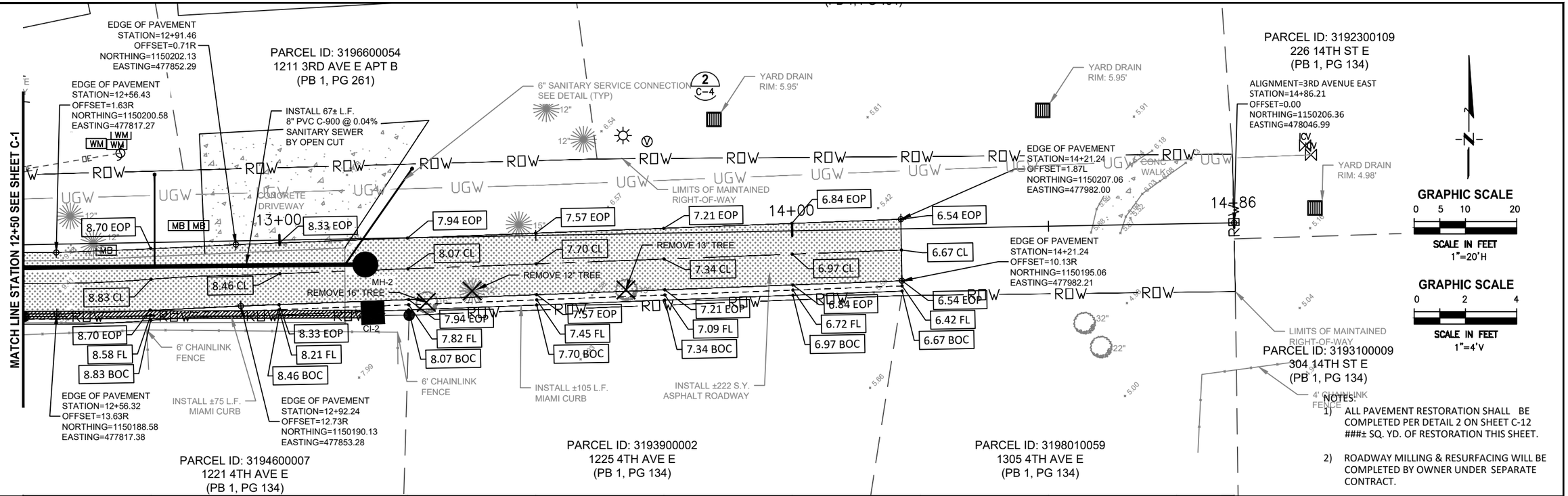
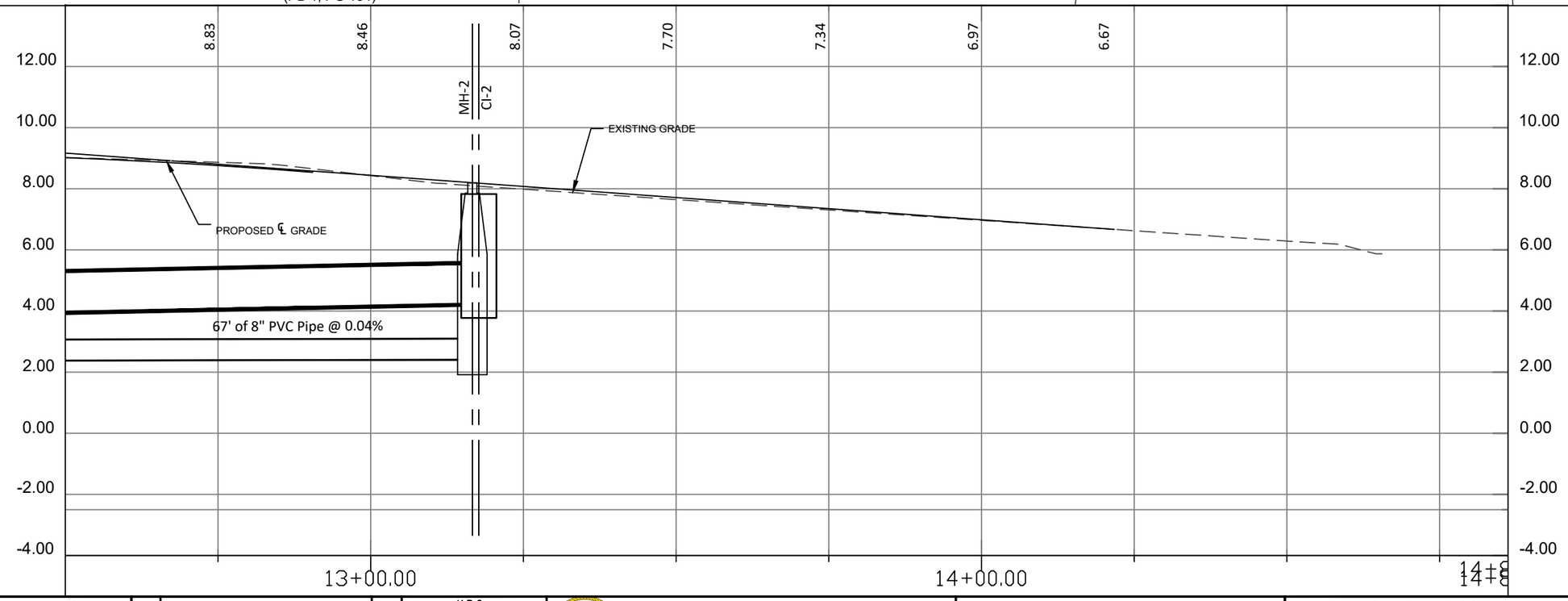


NOTES:

1) ALL PAVEMENT RESTORATION SHALL BE COMPLETED PER DETAIL 2 ON SHEET C-12 ###± SQ. YD. OF RESTORATION THIS SHEET.

2) ROADWAY MILLING & RESURFACING WILL BE COMPLETED BY OWNER UNDER SEPARATE CONTRACT.



INSTALL MH-2
STA:13+16.64 OFF:5.05R
RIM:8.19
INV 8" (W):3.72"

CI-2
SIZE: 60" x 48"
STA:13+17.71 OFF:14.10R
GRATE:7.83
INV: 15" A2000 (W) = 4.27'

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
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DATE	REVISIONS	BY
6/2024	ADDED/CHANGED DRAINAGE; ADDED MIAMI CURB	SIBE

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

PLAN and PROFILE
3rd AVENUE EAST
STA.12+50 to STA. 14+86

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
PROJECT NO. #####
SCALE 1"=20' H 1"=4' V
DWG. NO. C-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
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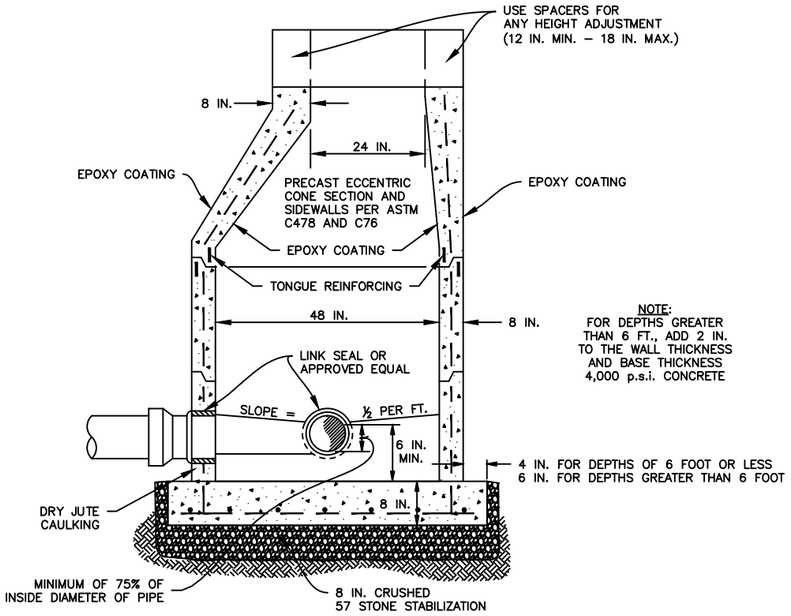


NOTE:
FOR DEPTHS GREATER THAN 6 FT., ADD 2 IN. TO THE WALL THICKNESS AND BASE THICKNESS 4,000 p.s.i. CONCRETE

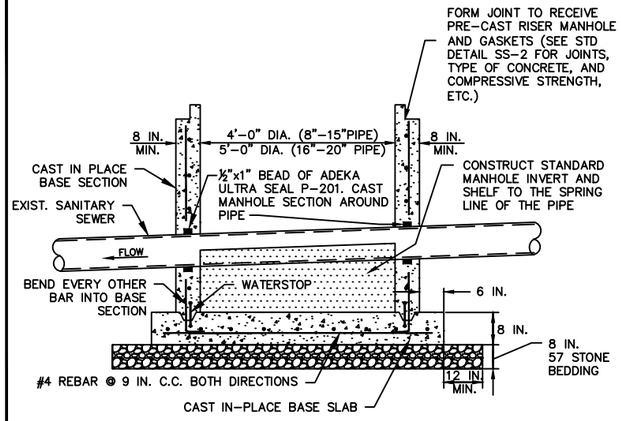
1

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	ADDED 57 STONE	SIBE
1	7/2013	ADDED SPACER AND LINK SEAL	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER
PRECAST MANHOLE

DATE 2/07
SHEET NO. SS-1



NOTES:

1. THE CONTRACTOR SHALL CAREFULLY EXCAVATE AROUND AND PROPERLY SUPPORT THE EXISTING PIPE.
2. PREFERRED CONSTRUCTION IS BY "CUTTING–IN" A STANDARD SANITARY SEWER MANHOLE WITH A TEMPORARY FLOW BY–PASS SYSTEM.
3. SEWER LINES GREATER THAN 20" REQUIRE SPECIAL DESIGN AND APPROVAL BY CITY OF BRADENTON ENGINEERING.
4. ALLOW SUFFICIENT CURING TIME, 24–36 HOURS, FOR THE ADEKA ULTRA–SEAL P–201, BEFORE POURING CONCRETE.
5. FOLLOWING SATISFACTORY CURING OF THE INVERT CHANNEL AND SHELF, THE CONTRACTOR SHALL CUT AND REMOVE THE TOP HALF OF THE EXISTING PIPE WITHIN THE MANHOLE, TAKING CARE NOT TO ALLOW ANY PIECES TO BE WASHED DOWN STREAM IN THE PIPE. CUTTING OF THE PIPE SHALL BE IN A WORKMAN LIKE MANNER, PROVIDING A SMOOTH AND EVEN FINISHED PRODUCT.
6. THERE SHALL BE NO VISIBLE LEAKS IN THE MANHOLE.

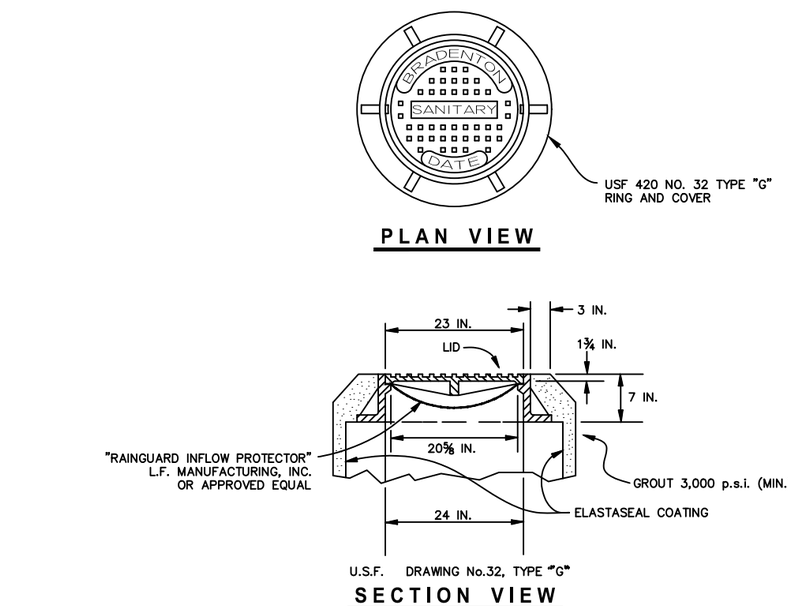
2

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED 57 STONE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER
PRECAST MANHOLE
CONSTRUCTED OVER
EXISTING SEWER LINE

DATE 2/07
SHEET NO. SS-2



PLAN VIEW

SECTION VIEW

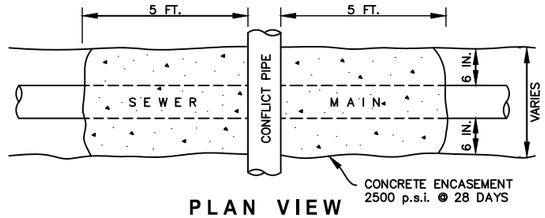
3

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	7/2013	ADDED RING AND COVER INFO	SIBE

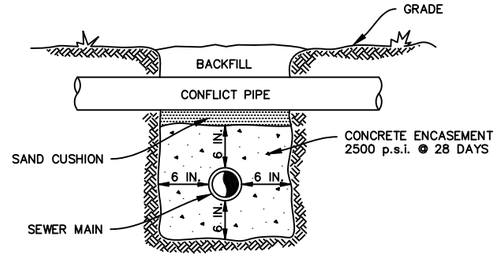
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER
FRAME AND COVER

DATE 2/07
SHEET NO. SS-4



PLAN VIEW



SECTION VIEW

NOTE:

WHERE SANITARY SEWER AND WATER MAINS CROSS WITH LESS THAN 18 IN. VERTICAL CLEARANCE, THE SEWER MAIN WILL BE ENCASED IN CONCRETE A DISTANCE OF 5 FT. ON EACH SIDE OF THE POINT OF INTERSECTION. THIS ALSO APPLIES WHEN SANITARY SEWERS CROSS STORM DRAINS.

TYPICAL CONCRETE ENCASEMENT

4

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	9/2016	ADDED SAND CUSHION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER
TYPICAL CONCRETE ENCASEMENT

DATE 2/07
SHEET NO. SS-5

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

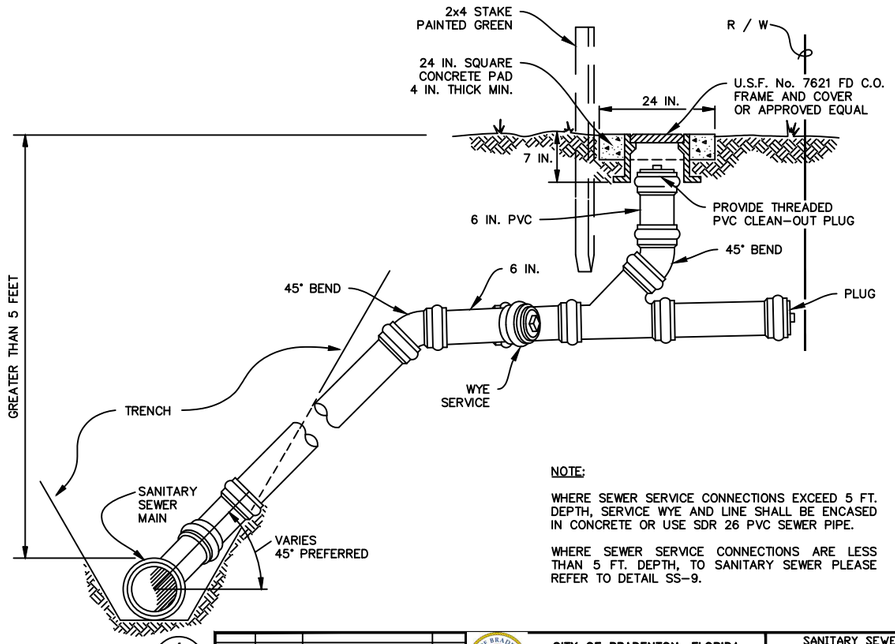
SEPTIC SEWER TIE INTO SANITARY SEWER

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
SCALE 1"=20' H, 1"=4' V
PROJECT NO. ######
DWG. NO. C-3

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E. AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:43:36 AM



NOTE:

WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, SERVICE WYE AND LINE SHALL BE ENCASED IN CONCRETE OR USE SDR 26 PVC SEWER PIPE.

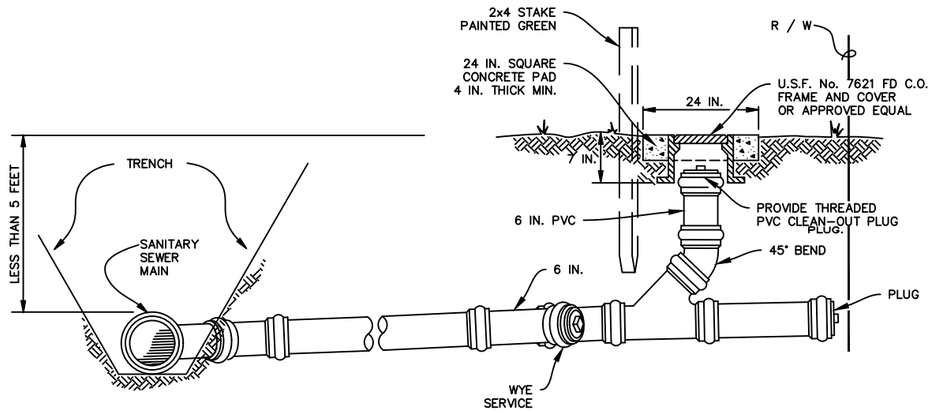
WHERE SEWER SERVICE CONNECTIONS ARE LESS THAN 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-9.

1

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	MAY, 2015	DEEP SERVICE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
DEEP SERVICE LINE	2/07
CLEAN-OUT INSTALLATION	SHEET NO. SS-8



NOTE:

WHERE SEWER SERVICE CONNECTIONS EXCEED 5 FT. DEPTH, TO SANITARY SEWER PLEASE REFER TO DETAIL SS-8.

2

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED INDEX NUMBER	SIBE
1	MAY, 2015	SHALLOW SERVICE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

SANITARY SEWER	DATE
SHALLOW SERVICE LINE	5/15
CLEAN-OUT INSTALLATION	SHEET NO. SS-9

TRENCH NOTES

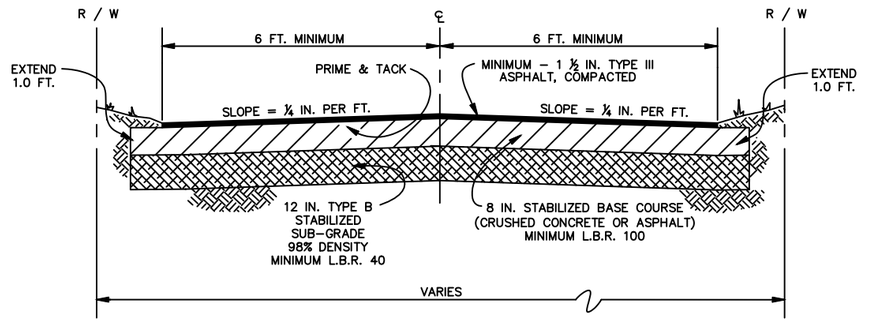
1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

3

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
ROAD CUT REPLACEMENT	4/2016
TRENCH NOTES	SHEET NO. SR-2



TYPICAL ROAD CONSTRUCTION

4

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED HATCH TO SUB-GRADE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
	2/07
TYPICAL ROAD SECTION	SHEET NO.

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

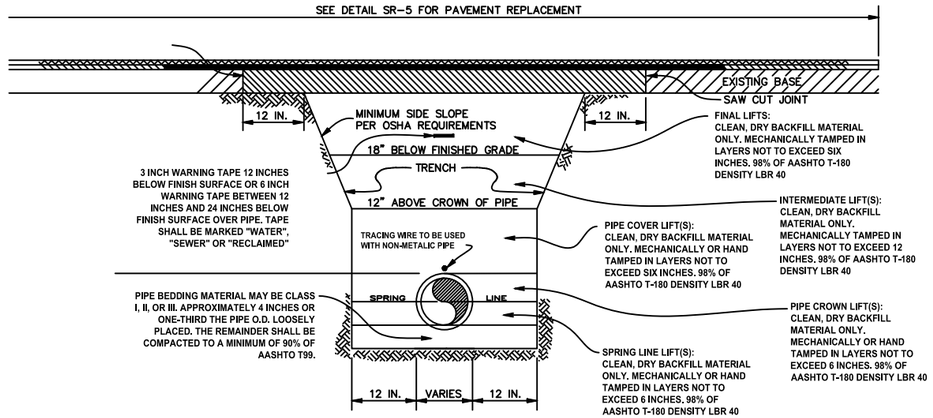
SEPTIC SEWER TIE INTO SANITARY SEWER

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
SCALE 1"=20' H, 1"=4' V
PROJECT NO. #####
DWG. NO. C-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:43:41 AM



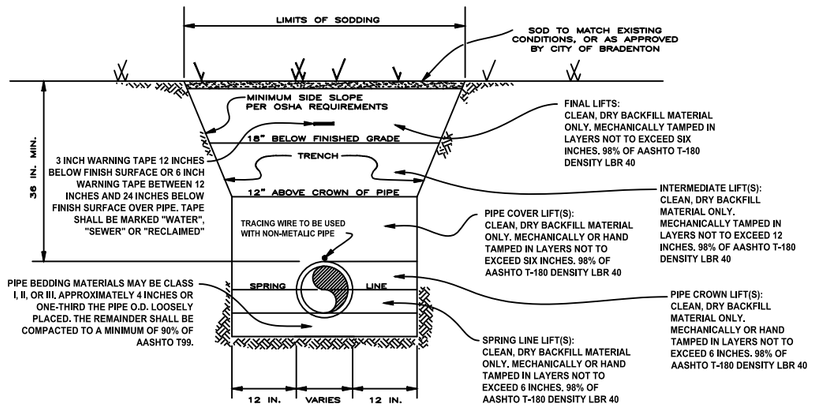
1

REV.	DATE	DESCRIPTION	BY
	12/2016	INCREASED BASE WIDTH	SIBE
	6/2016	MILL & RESURFACE; BEDDING	SIBE
	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TRENCH BACKFILL & COMPACTION

DATE 6/2010
SHEET NO. SR-3



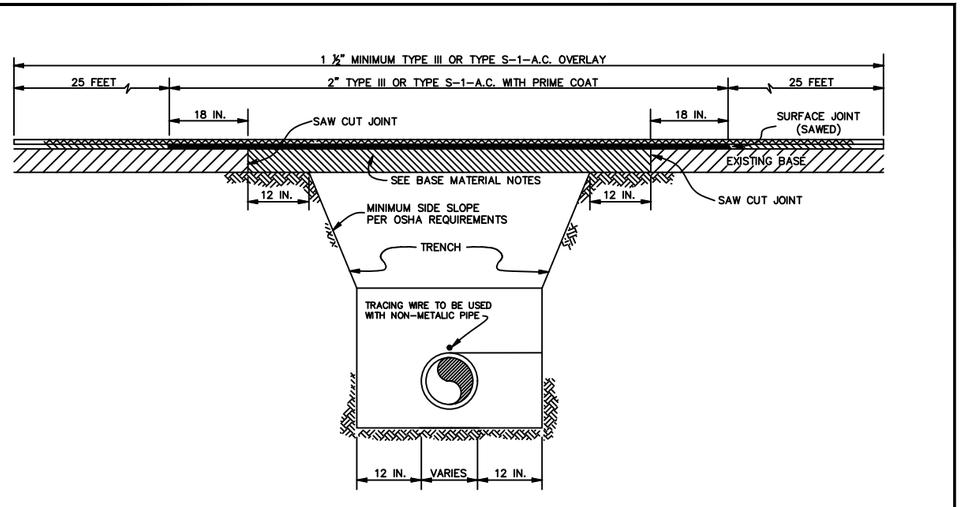
2

REV.	DATE	DESCRIPTION	BY
1	6/2016	BEDDING AND WARNING TAPE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
GREEN SPACE
TRENCH BACKFILL & COMPACTION

DATE 12/2012
SHEET NO. SR-4



BASE MATERIAL NOTES:

BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

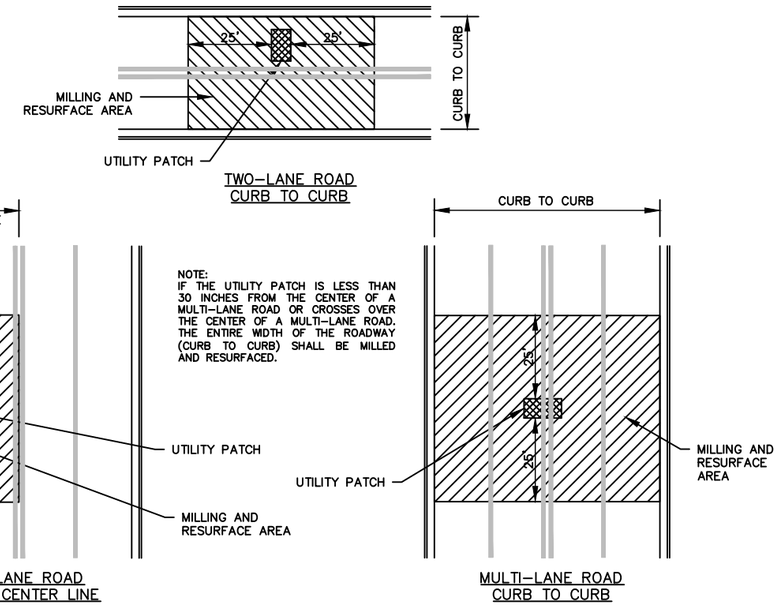
3

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
PAVEMENT REPLACEMENT
TRENCH BACKFILL & COMPACTION

DATE 6/2010
SHEET NO. SR-5



4

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
MILLING AND RESURFACING
PAVEMENT REPLACEMENT
LIMITS

DATE 12/2016
SHEET NO. SR-6

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON

PUBLIC WORKS DEPARTMENT

1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

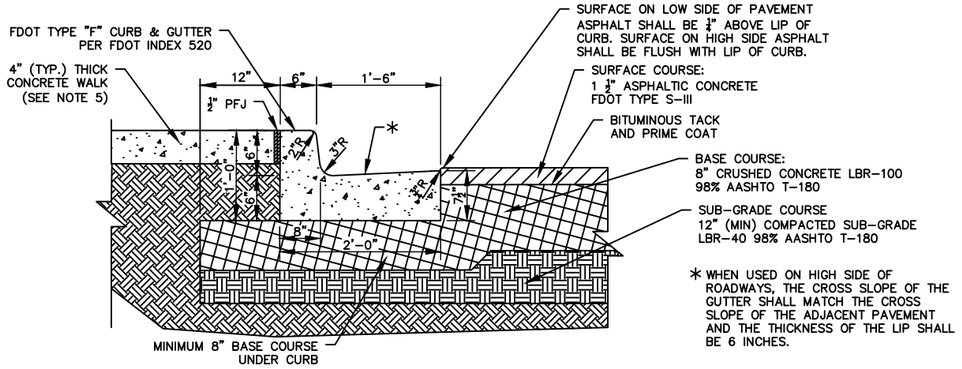
SEPTIC SEWER TIE INTO SANITARY SEWER

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE FEB., 2023
SCALE 1"=20' H, 1"=4' V
PROJECT NO. ######
DWG. NO. C-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E. AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:43:46 AM



CONCRETE WALKS:

1) ALL CONCRETE SHALL BE 3,000 P.S.I.
2) GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 8"@AASHTO T-180).
3) ALL EXPOSED EDGES TO BE CHAMFERED.
4) WHERE CONCRETE WALK DIRECTLY ABUTS PAVEMENT THICKEN TO 6" OVER 3" AND PROVIDE A MINIMUM OF 4" THICK BASE COURSE UNDER THICKENED SIDEWALK EDGE.
5) PROVIDE FIBER MESH REINFORCEMENT, 1.5 POUNDS PER CUBIC YARD.
6) FIBER MESH REINFORCEMENT SHALL BE SYNTHETIC FIBER: MONOFILAMENT POLYPROPYLENE FIVBERS COMPLYING WITH ASTM C1116, TYPE III, ½ TO 1 ½ INCHES LONG.
7) CONCRETE SUBJECT TO VEHICULAR TRAFFIC SHALL BE 6 INCHES THICK AND REINFORCED WITH 6"x6" NO. 10 STEEL WIRE MESH FOR THE ENTIRE LENGTH AND WIDTH.

PAVEMENT:

1) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS.

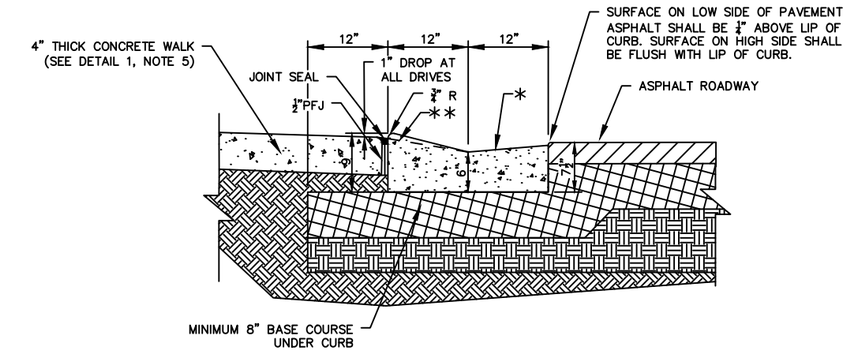
CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS ON FDOT INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
4	MAY, 2020	ADDED CURB DIMENSIONS	SIBE
3	OCT., 2019	UPDATED FDOT INDEX	SIBE
2	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
1	10/2015	BASE UNDER CURB	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPICAL TYPE "F" CURB	2/07
CROSS SECTIONS	SHEET NO. SR-11



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

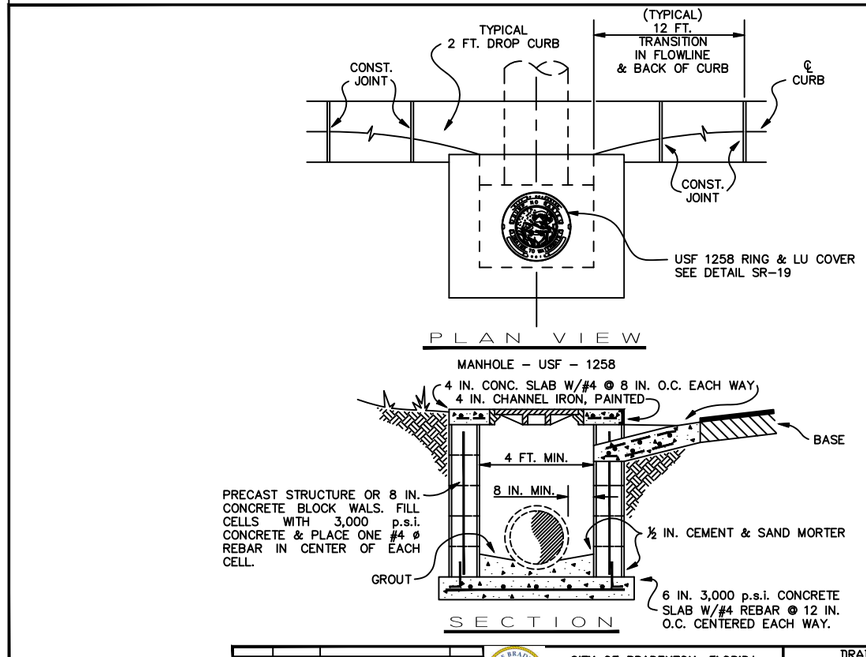
CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

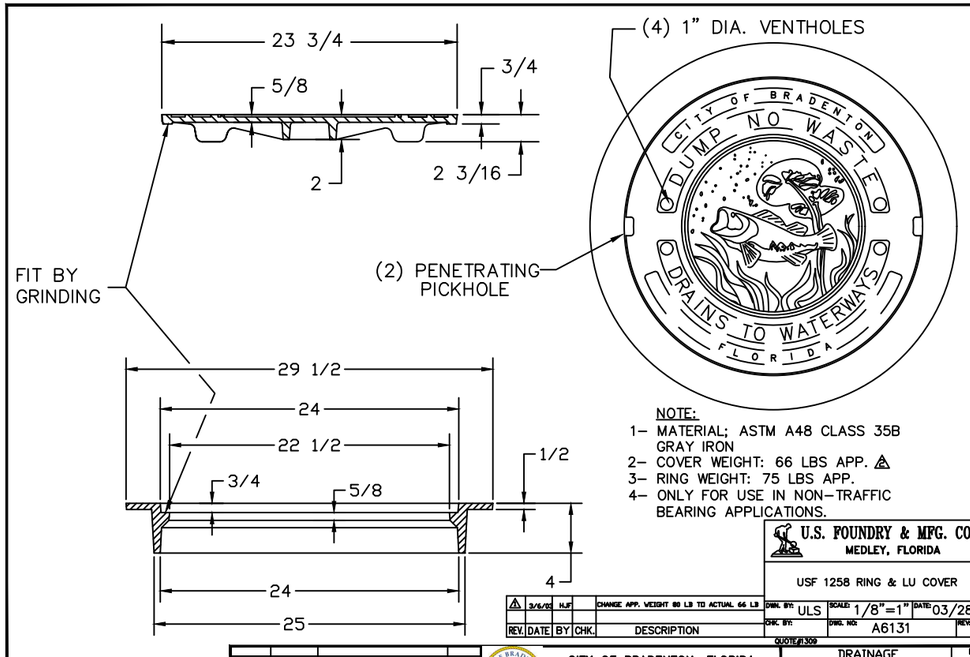
STREETS AND ROADS	DATE
TYPICAL MIAMI CURB	2/07
CROSS SECTIONS	SHEET NO. SR-12



REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE	DATE
CURB INLET AND CATCH BASIN	2/07
	SHEET NO. SR-18



NOTE:
1- MATERIAL; ASTM A48 CLASS 35B GRAY IRON
2- COVER WEIGHT: 66 LBS APP. ⚠
3- RING WEIGHT: 75 LBS APP.
4- ONLY FOR USE IN NON-TRAFFIC BEARING APPLICATIONS.

U.S. FOUNDRY & MFG. CORP.
MEDLEY, FLORIDA

USF 1258 RING & LU COVER

REV.	DATE	BY	CHK.	DESCRIPTION
⚠	3/6/03	HJF		CHANGE APP. WEIGHT 80 LB TO ACTUAL 66 LB

DWN. BY: ULS | SCALE: 1/8"=1" | DATE: 03/28/03
CHK. BY: | DWG. NO: A6131 | REV: ⚠
QUOTE#1309

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED NOTE 4	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE	DATE
ACCESS COVER FOR CATCH BASIN AND THROAT INLET	2/07
	SHEET NO. SR-19

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SEPTIC SEWER TIE INTO SANITARY SEWER

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: FEB., 2023
SCALE: 1"=20' H, 1"=4' V
PROJECT NO.: ######
DWG. NO.: C-6

Filename: P:\ENGINEERING\INTERNAL PROJECTS\3RD AVE E. AT 12TH ST E SEPTIC TO SEWER\3RD AVE EAST SEPTIC TO SEWER.DWG
Saved on: 6/10/2024 8:39:51 AM By: S_SIBERT Date Plotted: 6/10/2024 8:43:49 AM

AGENDA ITEM NO. 8.q

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Project Approval - LS20 Service Area Force Main Lining

SUGGESTED ACTION: Approval for force main lining project along Cedar Hammock Canal (Ward 1). Project budget was approved with City's FY2024 budget.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In September 2023, Council approved GL account 40859000-563000-24503 for force main lining. The piggyback (PB 24-013NT) to contract the work was approved in April 2024 by Council. The contractor, Insituform, will be lining +/- 1400 LS of 10" cast iron force main piping located within the banks of the Cedar Hammock Canal.

FINANCIAL IMPACT:
GL account approved in September 2023 - 40859000-563000-24503 for $500,000. The additional funds needed ($29,863.00) will be transferred by accounting in a future budget balance.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to move forward with issuing a Notice to Proceed for the force main lining project.

ATTACHMENTS:

FL-LS20 Rehabilitation Proposal
Replacement Project Area
PB-24-013NT - Insituform Technologies

Proposal

City of Bradenton FL-LS20 10in CI FM Rehabilitation

Primus Lining System

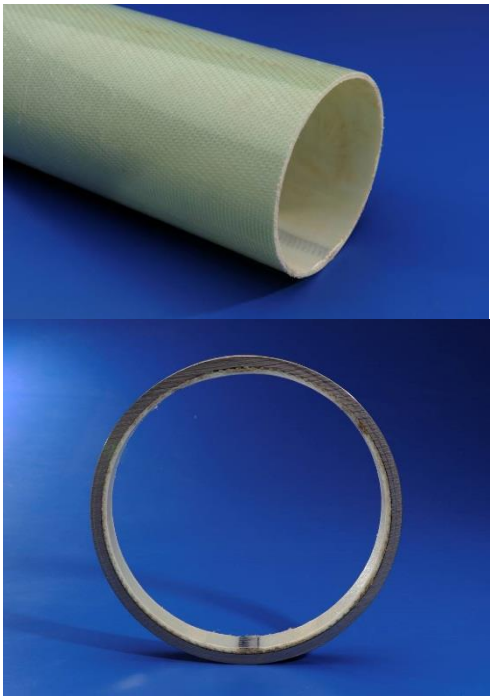
Prepared for:

City of Bradenton

Prepared by:

Kenny Boeh







Insituform Technologies, LLC an Azuria Water Solutions Company
580 Goddard Avenue, MO USA 63005
www.insituform.com (636) 530-8000

Insituform Technologies, LLC

580 Goddard Avenue
St. Louis, MO 63005
(800) 325-1159

7/10/2024 **SO-00174182**

Kim Clayback, PE
City of Bradenton Public Works and Utilities
1411 9th St W
Bradenton, FL 34205
941.708.6300 x224

Roy Lessig
City of Bradenton Public Works & Utilities
1411 9th St W.
Bradenton,Fl 34205
941-708-6300 Ext 230

Re: Proposal – City of Bradenton FL-LS20 10in CI FM Rehabilitation – Primus Lining System
Dear Kim/Roy:
Insituform Technologies, LLC (ITL) herein proposes the following proposal pricing for the labor, materials, equipment, and services set forth below to reconstruct the above referenced project.
The following pricing and information herein should be considered confidential:

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	BID UNIT PRICE	TOTAL
58	10" Clean and TV	LF	1475	$8.00	$11,800.00
345	10" Cleaning with scrapers or other attached tools	LF	1	$25.00	$25.00
280	10" Reinforced Pressure Pipe Lining	LF	1475	$207.00	$305,325.00
300	6" to 12" System set-up charge Per Install Length	LF	1475	$25.00	$36,875.00
304	6" to 12" Install Spool Piece for Pressure Pipe	EA	1	$10,000.00	$10,000.00
141	Trench Safety	LF	90	$17.00	$1,530.00
139	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration	EA	3	$2,000.00	$6,000.00
159	Dewatering setup (well point)	EA	3	$12,000.00	$36,000.00
133	Access Pit (0-8'dep)	EA	3	$25,000.00	$75,000.00
185	Traffic control - FDOT or other State governed agency	Day	4	$3,500.00	$14,000.00
179	Hydromulch	SY	106	$10.00	$1,060.00
502	ROW Maintenance - (typical up to 20 feet wide)	LF	90	$25.00	$2,250.00
508	Travel and Mobilization	EA	1	$30,000.00	$30,000.00
				Total	$529,865.00

Estimated Schedule:
Based on the information provided, current workload, and current lead-times, please consider the following high-level schedule.

- Mobilization of personnel and equipment for initial operations: 1-3 weeks ARO
- Demobilization following cleaning, inspection, Lining: 3-6 weeks ARO
  *ARO (At Receipt of Order/NTP)

Qualifications/Assumptions:

1. This pricing is based on the available information at the time of this proposal.
2. Final recommendations may be different dependent on completion of the pre-installation inspection phase of the project. Prices are subject to adjustment if design changes are agreed upon.
3. Proposal pricing above includes high pressure cleaning and inspection and measuring in preparation of lining material manufacturing, lining system materials and installation.
4. Quantities identified are estimated based on information available at time of proposal. Customer shall be invoiced at actual quantities at the above unit prices.
5. All Work will occur in dry weather.
6. Standard insurance coverage with the following limits:
   i. General Liability: $2,000,000 per occurrence/$4,000,000 aggregate
   ii. Auto: $2,000,000 Combined Single Limit
   iii. Workers Compensation: Statutory with $1,000,000 Employer's Liability
   iv. The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

Azuria Water Solutions is the parent company of Corrpro Companies, Fibrwrap Construction Services, , Insituform Technologies, MTC

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

EXCLUSIONS:

The following items are excluded from ITLLC's Pricing and Scope of Services / Responsibilities as stated.
These items, if necessary, applicable, or otherwise required, shall be furnished by the Customer, at the Customer's direction and at no cost to ITLLC. No contract agreement shall be executed/accepted by ITLLC, unless the following exclusions and responsibilities of ITLLC and their subcontracting partners are accepted, mutually agreed upon in writing between ITLLC and Customer, and incorporated into the contract documents:

1. All Permits, licenses, and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 300 ft. of the installation site) to complete liner installation, including curing and flushing.
5. Removal and disposal of any hazardous or toxic materials encountered during the Project.
6. Any costs associated with the disposal of inversion/cure/cleaning water used in any operations.
7. All bypass/dewatering pumping, plugging, diversion of flow or coordination with owner in any working area.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) will be billed at the actual quantity based on the pricing above.
9. Point repairs of any kind.
10. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
11. Locations of and access (of ITLLC equipment and/or personnel) to all work areas associated with the project and as required by ITLLC's work plan.
12. Payment and Performance bonds. If payment and performance bonds are required, add 2.0% to the total Project cost.
13. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
14. State and local sales and/or use taxes.
15. Engineer Stamped Designs (Can be provided at an additional 1% of total)
16. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
4. Payment: Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date

payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.

5. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
6. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
7. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **$1,800.00** per hour.
8. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
9. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
10. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
11. If, during the performance of this contract, any cost price determining factor considered by ITLLC in determining the contract price significantly increases, through no fault of ITLLC, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5% experienced by ITLLC from the date of the contract signing. Price increases resulting from increased costs of materials, labor, fuel, freight, and other cost inputs shall be verified, in writing, by ITLLC's Vice President of Procurement. Due to the confidential nature of ITLLC's pricing from Vendors, verification shall consist of a statement of percentage change in cost from the date of Subcontractor's estimate through the date of the change order request. Where the delivery of any material is delayed, through no fault of ITLLC because of the shortage or unavailability of any raw materials, including resin, ITLLC shall not be liable for any additional costs or damages associated with such delay(s). Nothing contained in this clause shall preclude ITLLC from entitlement to more than one equitable adjustment if its costs continue to significantly (as defined above) rise during the duration of the project
12. PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

580 Goddard Avenue
St. Louis, MO 63005
(800) 325-1159

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please let us know if you have any questions upon your review. We truly appreciate the opportunity to provide solutions for your team.

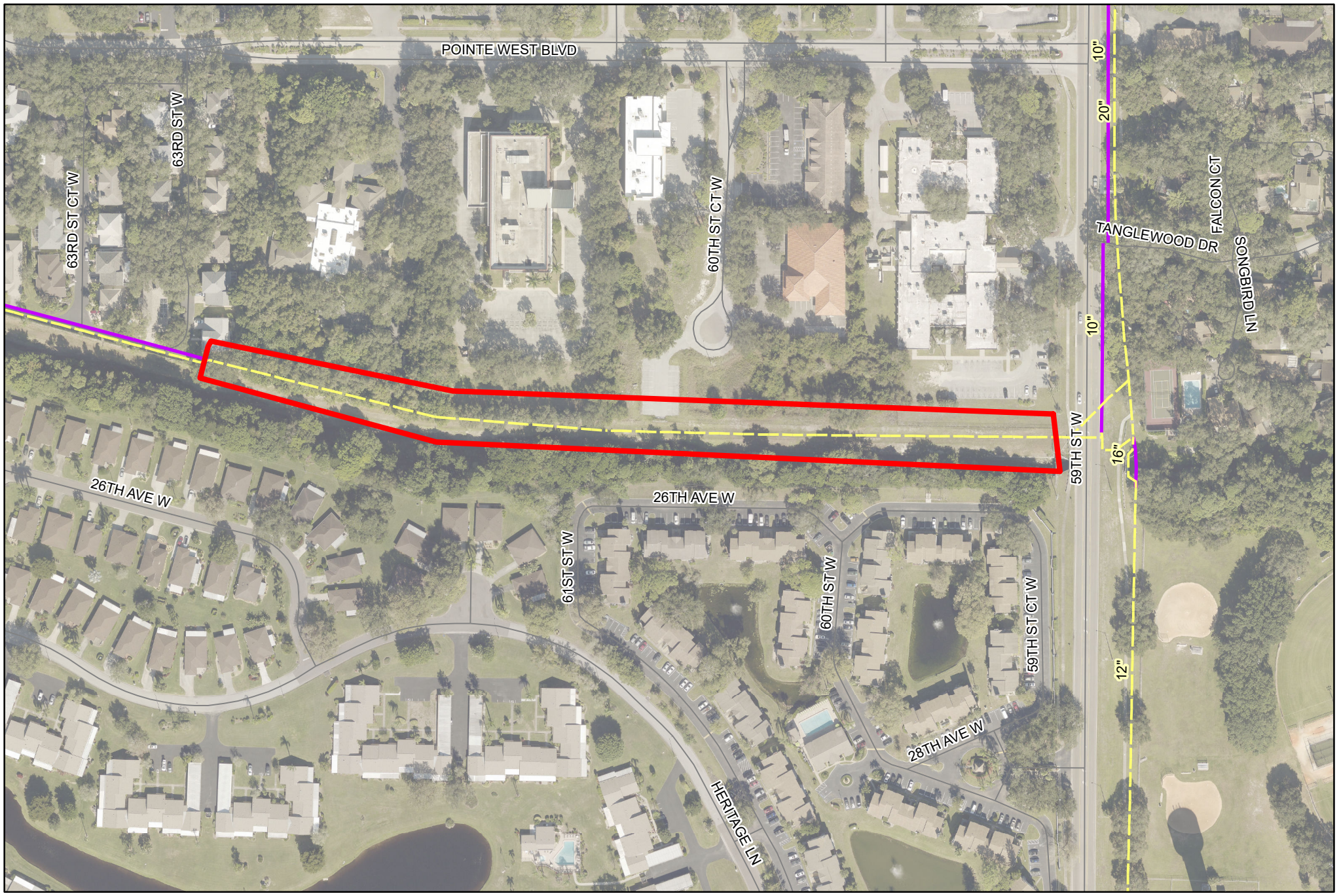
Best Regards,

Kenny Boeh
Commercial Manager - Florida
Insituform Technologies, LLC
3014 North US Highway 301, Suite #700 | Tampa, FL 33619
Cell: 412-310-8826 | **Fax: 813.381.5356**

Accepted By: _____ Date: _____
(signed)

_____ Title: _____
(print name)

Azuria Water Solutions is the parent company of Corrpro Companies, Fibrwrap Construction Services, , Insituform Technologies, MTC



bradenton
The Friendly City

City of Bradenton
LS20 10" Force Main Replacement Project
July 2024

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276

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-013NT BETWEEN THE CITY OF BRADENTON AND INSITUFORM TECHNOLOGIES, LLC

Insituform Technologies, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with trenchless rehabilitation and maintenance of pipeline infrastructure services. This agreement is in accordance with the specifications per DuPage County, IL Bid 23-065-PW, resulting Contract 23-065-PW, Insituform Technologies, LLC's response to Bid 23-065-PW, including pricing, and all amendments thereto (the "Contract Documents"), which are attached hereto and incorporated herein as Composite Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through February 12, 2027, with two (2) additional one (1) year renewal options provided that there is no change in the terms, conditions, specifications, and prices, and provided that the term plus renewals does not exceed five (5) years, with the following modifications:

1. All references to "County of DuPage" or "DuPage County" or "County" in the Contract Documents shall be replaced with "City of Bradenton, Florida."

2. Any written notice to the City required under this agreement shall be provided as follows:

To City: Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

3. Section 5 of Bid 23-065-PW shall be deleted in its entirety and replaced with the following:

Insurance

Contractor will not commence work under this agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of this agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by this agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under this agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor

or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Purchasing
Reference: PB-24-013NT

4. Section 4.2 of Contract 23-065-PW shall be revised to reflect that the City shall make payment pursuant to the Florida Local Government Prompt Payment Act.

5. Section 8.1 of Contract 23-065-PW shall be revised to reflect this agreement shall be governed by the laws of the State of Florida and that the venue for all dispute will be exclusively in the circuit court for the Twelfth Judicial Circuit in and for Manatee County, Florida and that Florida law will prevail.

6. A new Section 10 shall be added to Contract 23-065-PW as follows:

Public Records

To the extent applicable, the Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

A. Contractor shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

C. Contractor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Contractor does not transfer the records to the City;

D. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Contractor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

7. A new Section 11 shall be added to Contract 23-065-PW as follows:

Indemnification

Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any

personal injury, loss of life, or damage to the property sustained as a result of the performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

8. A new Section 12 shall be added to Contract 23-065-PW as follows:

E-Verify

E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

9. A new Section 13 shall be added to Contract 23-065-PW as follows:

Assignment

This agreement shall not be assigned by either Party without the prior written consent of the other Party.

This agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Diane Partridge

Diane Partridge (printed name)
Contracting and Attesting Officer (title)
Insituform Technologies, LLC

April 17, 2024
Date

Gene Brown
Mayor

4-24-2024
Date

Erin Jones

Erin Jones CPPB, CPP
Purchasing Manager

04/17/2024
Date

DUPAGE COUNTY, IL

Contract # 23-065-PW (1)

for

Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure

with

Insituform Technologies, LLC

Effective: February 13, 2024

The following documents comprise the executed contract between the DuPage County, IL and Insituform Technologies, LLC, effective February 13, 2024:

I. Vendor Contract
II. Request for Proposal and Bid Information
III. Offeror’s Response to the RFP, incorporated by reference

CONTRACT 23-065-PW BETWEEN INSITUFORM TECHNOLOGIES, LLC
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this 13th day of February, 2024, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and Insituform Technologies, LLC licensed to do business in the State of Illinois, located at 580 Goddard Avenue, Chesterfield, Missouri 63005 (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 23-065-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
- 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
- 1.1.h Exhibits
- 1.1.i County Purchase Order

1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a three (3) year period beginning on 02/13/2024 and continuing through 02/12/2027.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed five (5) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy, or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS	**CONTRACTOR**
By: _____ SIGNATURE	By: _____ SIGNATURE
Valerie Calvente PRINTED NAME	Patrizia H. Sordillo PRINTED NAME
Chief Procurement Officer PRINTED TITLE	Contracting & Attesting Officer PRINTED TITLE
02-16-2024 DATE	February 15, 2024 DATE

NO.	ITEM	UOM	QTY	PRICE
Section A - CIPP Mainline Rehabilitation Gravity Applications				
1	6" x 4.5mm	1	LF	$ 50.00
2	8" x 6.0mm	1	LF	$ 45.00
3	10" x 6.0mm	1	LF	$ 50.00
4	12" x 6.0mm	1	LF	$ 60.00
5	15" x 7.5mm	1	LF	$ 75.00
6	18" x 9.0mm	1	LF	$ 90.00
7	21" x 9.0mm	1	LF	$ 120.00
8	24" x 10.5mm	1	LF	$ 145.00
9	27" x 10.5mm	1	LF	$ 170.00
10	30" x 12.0mm	1	LF	$ 190.00
11	33" x 12.0mm	1	LF	$ 210.00
12	36" x 12.0mm	1	LF	$ 245.00
13	42" x 13.5mm	1	LF	$ 300.00
14	48" x 15.0mm	1	LF	$ 430.00
15	54" x 18.0mm	1	LF	$ 530.00
16	6" & 8" Additional 1.5mm	1	LF	$ 1.00
17	10" & 12" Additional 1.5mm	1	LF	$ 6.00
18	15" & 18" Additional 1.5mm	1	LF	$ 19.00
19	21" & 24" Additional 1.5mm	1	LF	$ 23.00
20	27" Additional 1.5mm	1	LF	$ 25.00
21	30" Additional 1.5mm	1	LF	$ 30.00
22	33" Additional 1.5mm	1	LF	$ 32.00
23	36" Additional 1.5mm	1	LF	$ 36.00
24	42" Additional 1.5mm	1	LF	$ 41.00
25	48" Additional 1.5mm	1	LF	$ 48.00
26	54" Additional 1.5mm	1	LF	$ 55.00
27	6" - 12" CIPP Setup Charge Per Install Length	1	LF	$ 20.00
28	15" - 21" CIPP Setup Charge Per Install Length	1	LF	$ 30.00
29	24" - 36" CIPP Setup Charge Per Install Length	1	LF	$ 45.00
30	36" or Larger CIPP Setup Charge Per Install Length	1	LF	$ 65.00
31	6" - 10" Backyard Easement Setup Per Install Length	1	LF	$ 20.00
32	12" - 18" Backyard Easement Setup Per Install Length	1	LF	$ 30.00
33	Timber/Matting/Rock/Access	1	SY	$ 250.00
34	CIPP Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 25.00
35	Non-Standard Resin System Add-On	1	IN/DIA/FT	$ 25.00
36	Scaffold setup Non-Standard	1	EA	$ 15,000.00
37	Steel plate (per plate)	1	Day	$ 300.00
37.1	Service Reinstatement in 6” – 18”	1	EA	$ 350.00
37.2	Service Reinstatement in larger than 18”	1	EA	$ 450.00
Note: Any CIPP over 54" will be on an individual quote basis.				

	SECTION A TOTAL:	**$ 19,636.00**

NO.	ITEM	UOM	QTY	PRICE
	Section B - Pipebursting Rehabilitation			
38	Burst existing 6" or 8" to 8" IPS SDR 19 (0'- 8' deep)	1	LF	$ 85.00
39	Burst existing 6" or 8" to 8" IPS SDR 19 (8'- 12' deep)	1	LF	$ 90.00
40	Burst existing 8" or 10" to 10" IPS SDR 19 (0'- 8' deep)	1	LF	$ 90.00
41	Burst existing 8" or 10" to 10" IPS SDR 19 (8'- 12' deep)	1	LF	$ 100.00
42	Burst existing 10" or 12" to 12" IPS SDR 19 (0'- 8' deep)	1	LF	$ 115.00
43	Burst existing 10" or 12" to 12" IPS SDR 19 (8'- 12' deep)	1	LF	$ 120.00
44	Burst existing 12" or 15" to 16" IPS SDR 19 (0'- 8' deep)	1	LF	$ 130.00
45	Burst existing 12" or 15" to 16" IPS SDR 19 (8'- 12' deep)	1	LF	$ 140.00
46	Burst existing 15" or 18" to 18" IPS SDR 19 (0'- 8' deep)	1	LF	$ 150.00
47	Burst existing 15" or 18" to 18" IPS SDR 19 (8'- 12' deep)	1	LF	$ 160.00
48	Burst existing 18" or 21" to 22" IPS SDR 19 (0'- 8' deep)	1	LF	$ 190.00
49	Burst existing 18" or 21" to 22" IPS SDR 19 (8'- 12' deep)	1	LF	$ 210.00
50	8" - 12" Pipeburst Setup Charge Per Install Length	1	LF	$ 20.00
51	16" - 22" Pipeburst Setup Charge Per Install Length	1	LF	$ 35.00
52	Pipeburst Short Length Add-On (<300 LF)	1	IN/DIA/FT	$ 25.00
53	Change Pipeburst Pipe to Potable Water Grade or Non-Standard Pipe Type Add-On	1	IN/DIA/FT	$ 25.00
54	Pipeburst Lateral Setup Charge	1	EA	$ 2,000.00

55	Pipeburst Lateral	1	LF	$ 100.00
Note: Any pipebursting over 22", greater than 1 standard size increase, or deeper than 12' will be on an individual quote basis.				
			SECTION B TOTAL:	**$ 3,785.00**

Section C / D - Clean/TV & Evaluation for Gravity Pipelines				
NO.	**ITEM**	**UOM**	**QTY**	**PRICE**
56	6" Clean and TV	1	LF	$ 7.00
57	8" Clean and TV	1	LF	$ 7.00
58	10" Clean and TV	1	LF	$ 8.00
59	12" Clean and TV	1	LF	$ 10.00
60	15" Clean and TV	1	LF	$ 12.00
61	18" Clean and TV	1	LF	$ 14.00
62	21" Clean and TV	1	LF	$ 15.00
63	24" Clean and TV	1	LF	$ 17.00
64	27" Clean and TV sanitary sewer	1	LF	$ 21.00
65	30" Clean and TV sanitary sewer	1	LF	$ 23.00
66	33" Clean and TV sanitary sewer	1	LF	$ 28.00
67	36" Clean and TV sanitary sewer	1	LF	$ 35.00
68	42" Clean and TV sanitary sewer	1	LF	$ 41.00
69	48" Clean and TV sanitary sewer	1	LF	$ 52.00
70	54" Clean and TV sanitary sewer	1	LF	$ 62.00
71	6" - 18" Post TV Inspection After Rehabilitation	1	LF	$ 5.00
72	21" - 36" Post TV Inspection After Rehabilitation	1	LF	$ 6.00
73	42" or Larger Post TV Inspection After Rehabilitation	1	LF	$ 6.00
74	Re-setup for TV Due to Point Repairs	1	EA	$ 250.00
75	Root/Grease removal 6" - 12"	1	LF	$ 5.00
76	Root/Grease removal 13" - 18"	1	LF	$ 10.00
77	Root/Grease removal 18" - 24"	1	LF	$ 15.00
78	Other Remote Obstruction removal (max. 3 lf)	1	EA	$ 1,500.00
79	Above Ground Physical Inspection	1	LF	$ 5.00
80	Smoke Testing	1	LF	$ 2.00
81	Manhole/Cleanout & Sewer Line Visual Inspection	1	EA	$ 300.00
82	GPS Survey of Manholes & Cleanouts	1	EA	$ 500.00
83	Dyed Water Flooding/Leak Quantification & Evaluation	1	EA	$ 150.00
84	Investigative Float TV - All Sizes	1	LF	$ 15.00
85	Pre-Construction Video/Drone/Photos	1	LF	$ 5.00
86	Float TV	1	LF	$ 8.00
87	Flow Monitoring Meter - Installation	1	EA	$ 1,500.00
88	Flow Monitoring Meter - per meter	1	Day	$ 150.00
89	Rain Gauge - Installation	1	EA	$ 500.00

90	Rain Gauge - per gauge	1	Day	$	60.00
91	Flow Monitoring - Report	1	EA	$	5,000.00
			SECTION C / D TOTAL:	**$**	**10,344.00**

NO.	ITEM	UOM	QTY	PRICE
	Section E - Bypass for Gravity Pipelines and Associated Items			
92	Bypass System Equip/pipe delivery, tear down, pick up 4"	1	EA	$ 15,000.00
93	Bypass System Equip/pipe delivery, tear down, pick up 6"	1	EA	$ 25,000.00
94	Bypass System Equip/pipe delivery, tear down, pick up 8"	1	EA	$ 30,000.00
95	Bypass System Equip/pipe delivery, tear down, pick up 12"	1	EA	$ 60,000.00
96	Set Up 4" Pump (Per Pump)	1	EA	$ 1,000.00
97	Set Up 6" Pump (Per Pump)	1	EA	$ 1,500.00
98	Set Up 8" Pump (Per Pump)	1	EA	$ 2,500.00
99	Set Up 12" Pump (Per Pump)	1	EA	$ 4,000.00
100	Set Up 4" Piping	1	LF	$ 10.00
101	Set Up 6" Piping	1	LF	$ 25.00
102	Set Up 8" Piping	1	LF	$ 40.00
103	Set Up 12" Piping	1	LF	$ 50.00
104	Set Up 18" Piping	1	LF	$ 70.00
105	Set Up >18" up to 30" Piping	1	LF	$ 125.00
106	Operate 4" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 400.00
107	Operate 6" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 800.00
108	Operate 8" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,200.00
109	Operate 12" pumping System (Fuel & Maint. Per pump)	1	DAY	$ 1,500.00
110	Bypass Pump watch labor	1	DAY	$ 2,750.00
111	Bypass Line watch labor	1	DAY	$ 2,350.00
112	Plug rental 8" - 15"	1	DAY	$ 350.00
113	Plug rental 18" - 30"	1	DAY	$ 750.00
114	Plug rental >30"	1	DAY	$ 1,000.00
115	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	DAY	$ 750.00
116	Bypass - Street Ramp (Setup, Operate, Maintain)	1	DAY	$ 750.00
117	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	$ 200.00
118	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	$ 250.00
119	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	$ 300.00
120	Bypass Plan (3rd Party Certified)	1	EA	$ 3,000.00
			SUM TOTAL SECTION E:	**$ 155,670.00**

NO.	ITEM	UOM	QTY	PRICE
	Section F - Point Repair by Excavation			
121	8" - 12" Point repair (0'- 8' deep)	1	EA	$ 6,500.00
122	8" - 12" Point repair (8'- 12' deep)	1	EA	$ 8,000.00
123	15" - 18" Point repair (0'-8' deep)	1	EA	$ 9,000.00
124	15" - 18" Point repair (8'-12' deep)	1	EA	$ 10,000.00
125	21" - 24" Point repair (0'-8' deep)	1	EA	$ 12,000.00
126	21" - 24" Point repair (8'-12' deep)	1	EA	$ 15,000.00
127	8" - 12" Point repair extra length	1	LF	$ 300.00
128	15" - 18" Point repair extra length	1	LF	$ 400.00
129	21" - 24" Point repair extra length	1	LF	$ 500.00
130	External reconnect (0'- 8' deep)	1	EA	$ 2,000.00
131	External reconnect (8'- 12' deep)	1	EA	$ 2,500.00
132	Extra length service over 5' long	1	LF	$ 75.00
133	Access Pit (0'-8' deep)	1	EA	$ 20,000.00
134	Access Pit (8'-12' deep)	1	EA	$ 25,000.00
135	Access Pit (>12'-15' deep)	1	EA	$ 35,000.00
136	Access Pit (>15'-20' deep)	1	EA	$ 50,000.00
137	Extra Depth Access Pit (>20VF)	1	VF	$ 5,750.00

138	Potholing for Nearby Utility Location (0'-8' deep up to 4Hr duration)	1	EA	$	2,000.00
139	Potholing for Nearby Utility Location (8'-12' deep up to 4Hr duration)	1	EA	$	2,500.00
140	Potholing for Nearby Utility Location (>12' deep up to 4Hr duration)	1	EA	$	3,500.00
141	Trench safety	1	LF	$	25.00
142	Modified Trench safety (other than conventional shore boxes)	1	VF	$	500.00
143	Special shoring - Coffer dam	1	EA	$	25,000.00
144	Install New 4' DIA manhole 0' - 6' deep	1	EA	$	10,000.00
145	Extra depth 4' DIA manhole over 6' deep	1	VF	$	600.00
146	Install New 5' DIA manhole 0' - 6' deep	1	EA	$	15,000.00
147	Extra depth 5' DIA manhole over 6' deep	1	VF	$	1,000.00
148	Install New 6' DIA manhole 0' - 6' deep	1	EA	$	25,000.00
149	Extra depth 6' DIA manhole over 6' deep	1	VF	$	1,250.00
150	R/R MH cone	1	EA	$	10,000.00
151	Install WW Access Chamber	1	EA	$	6,000.00
152	Remove existing MH 0'-6' deep	1	EA	$	3,000.00
153	Extra depth Remove existing MH >6' deep	1	VF	$	600.00
154	Reconstruct external MH drop	1	EA	$	8,500.00
155	Cement stabilized sand	1	Ton	$	200.00
156	Granular backfill	1	Ton	$	100.00
157	Flowable Fill	1	CY	$	250.00
158	Select backfill as designated by Owner	1	Ton	$	100.00
159	Dewatering setup (well pointing)	1	EA	$	12,000.00
160	Well point	1	LF	$	900.00
161	Construction entrance	1	EA	$	9,000.00
162	Install/Remove crushed rock road w/ filter fabric 15' wide	1	LF	$	100.00
163	Extra hand excavation	1	CY	$	100.00
164	4" to 8" Open Cut Replacement (0'-6' deep)	1	LF	$	250.00
165	10" to 12" Open Cut Replacement (0'-6' deep)	1	LF	$	300.00
166	15" to 18" Open Cut Replacement (0'-6' deep)	1	LF	$	400.00
167	21" to 24" Open Cut Replacement (0'-6' deep)	1	LF	$	500.00
168	Open Cut Extra Depth Add-On	1	LF	$	250.00
Note: Any pipe excavation above 24" or digging item deeper than 12' is on an individual quote basis.					
			SUM TOTAL SECTION F:	**$**	**340,950.00**

NO.	ITEM	UOM	QTY	PRICE
Section G - Sanitary Manhole Replacement				
169	Internal reconnects	1	EA	$ 350.00
170	Man Entry Internal reconnects	1	EA	$ 1,000.00
171	Remove and replace cleanout	1	EA	$ 5,000.00
172	Repair/Rehab 2" Asphalt pavement	1	SY	$ 250.00
173	Repair/Rehab 8" Flex base	1	SY	$ 100.00
174	Repair/Rehab 8" Concrete pavement	1	SY	$ 400.00
175	Repair/Rehab 6" Concrete driveway	1	SF	$ 70.00
176	Repair/Rehab 4" Concrete sidewalk	1	SF	$ 45.00
177	Repair/Rehab Concrete curb and gutter	1	LF	$ 75.00
178	Sod	1	SY	$ 25.00
179	Hydromulch	1	SY	$ 10.00
180	Top soil	1	CY	$ 80.00
181	Grading	1	SY	$ 100.00
182	Repair/Rehab chain link fence with new	1	LF	$ 75.00
183	Repair/Rehab wooden fence with new	1	LF	$ 75.00
184	Traffic control	1	Day	$ 1,000.00
185	Traffic control - TXDOT or other State governed agency	1	Day	$ 3,500.00
186	Flagmen	1	HR	$ 75.00
187	Traffic Guard - Shadow Vehicle	1	Day	$ 2,000.00
188	Lighted Arrow Board (Per Arrow Board)	1	Day	$ 300.00

189	Traffic Control Plan (3rd Party Certified)	1	EA	$	3,000.00
190	Crane w/ Operator	1	Day	$	5,000.00
			SUM TOTAL SECTION G:	**$**	**22,530.00**

NO.	ITEM	UOM	QTY	PRICE
	Section H - HDPE Tight Fitting Liner (IPS diameters)			
191	2" x DR 32.5 Installation of pipe	1	LF	$ 15.00
192	4" x DR 32.5 Installation of pipe	1	LF	$ 25.00
193	6" x DR 32.5 Installation of pipe	1	LF	$ 45.00
194	8" x DR 32.5 Installation of pipe	1	LF	$ 60.00
195	10" x DR 32.5 Installation of pipe	1	LF	$ 80.00
196	12" x DR 32.5 Installation of pipe	1	LF	$ 90.00
197	15" x DR 32.5 Installation of pipe	1	LF	$ 120.00
198	18" x DR 32.5 Installation of pipe	1	LF	$ 145.00
199	21" x DR 32.5 Installation of pipe	1	LF	$ 165.00
200	24" x DR 32.5 Installation of pipe	1	LF	$ 180.00
201	27" x DR 32.5 Installation of pipe	1	LF	$ 200.00
202	30" x DR 32.5 Installation of pipe	1	LF	$ 215.00
203	33" x DR 32.5 Installation of pipe	1	LF	$ 230.00
204	36" x DR 32.5 Installation of pipe	1	LF	$ 250.00
205	42" x DR 32.5 Installation of pipe	1	LF	$ 300.00
206	48" x DR 32.5 Installation of pipe	1	LF	$ 340.00
207	2" to 4" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 1.75
208	2" to 4" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 1.75
209	5" to 8" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 2.50
210	5" to 8" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 2.50
211	10" & 12" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 3.50
212	10" & 12" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 3.50
213	13" to 16" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 5.00
214	13" to 16" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 5.00
215	18" to 20" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 7.00
216	18" to 20" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 7.00
217	21" to 24" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 10.00
218	21" to 24" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 10.00
219	26" to 30" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 17.00
220	26" to 30" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 17.00
221	32" to 36" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 25.00
222	32" to 36" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 25.00
223	42" to 48" DR standard drop increment (wall increase) PE80 grade	1	LF	$ 50.00
224	42" to 48" DR standard drop increment (wall increase) PE100 grade	1	LF	$ 50.00
225	2" to 4" Polyethylene flange	1	EA	$ 135.00
226	5" to 8" Polyethylene flange	1	EA	$ 270.00
227	10" & 12" Polyethylene flange	1	EA	$ 420.00
228	13" to 16" Polyethylene flange	1	EA	$ 600.00
229	18" to 20" Polyethylene flange	1	EA	$ 750.00
230	21" to 24" Polyethylene flange	1	EA	$ 920.00
231	26" to 30" Polyethylene flange	1	EA	$ 1,250.00
232	32" to 36" Polyethylene flange	1	EA	$ 1,850.00
233	42" to 48" Polyethylene flange	1	EA	$ 2,500.00
234	2" to12" Tite Liner set-up charge Per Install Length	1	LF	$ 25.00
235	13" to 24" Tite Liner set-up charge Per Install Length	1	LF	$ 40.00
236	26" to 48" Tite Liner set-up charge Per Install Length	1	LF	$ 65.00

SUM TOTAL SECTION H:	**$**	**11,528.50**

NO.	ITEM	UOM	QTY	PRICE
Section I - Pipe Rehab by Carbon/Glass Fiber Reinforced Polymers				
237	30" Basic Repair	1	LF	$ 6,150.00
238	30" Additional GFRP Layer	1	LF	$ 225.00
239	30" Additional CFRP Layer	1	LF	$ 260.00
240	36" Basic Repair	1	LF	$ 6,400.00
241	36" Additional GFRP Layer	1	LF	$ 265.00
242	36" Additional CFRP Layer	1	LF	$ 380.00
243	42" Basic Repair	1	LF	$ 6,850.00
244	42" Additional GFRP Layer	1	LF	$ 300.00
245	42" Additional CFRP Layer	1	LF	$ 500.00
246	48" Basic Repair	1	LF	$ 7,100.00
247	48" Additional GFRP Layer	1	LF	$ 340.00
248	48" Additional CFRP Layer	1	LF	$ 540.00
249	54" Basic Repair	1	LF	$ 7,500.00
250	54" Additional GFRP Layer	1	LF	$ 710.00
251	54" Additional CFRP Layer	1	LF	$ 910.00
252	60" Basic Repair	1	LF	$ 8,000.00
253	60" Additional GFRP Layer	1	LF	$ 740.00
254	60" Additional CFRP Layer	1	LF	$ 1,000.00
255	66" Basic Repair	1	LF	$ 8,250.00
256	66" Additional GFRP Layer	1	LF	$ 765.00
257	66" Additional CFRP Layer	1	LF	$ 1,100.00

258	72" Basic Repair	1	LF	$	8,500.00
259	72" Additional GFRP Layer	1	LF	$	800.00
260	72" Additional CFRP Layer	1	LF	$	1,150.00
261	84" Basic Repair	1	LF	$	9,400.00
262	84" Additional GFRP Layer	1	LF	$	880.00
263	84" Additional CFRP Layer	1	LF	$	1,250.00
264	96" Basic Repair	1	LF	$	9,950.00
265	96" Additional GFRP Layer	1	LF	$	975.00
266	96" Additional CFRP Layer	1	LF	$	1,330.00
Note: Any FRP pipe repair above 96" is on an individual quote basis					
			SUM TOTAL SECTION I:	**$**	**92,520.00**

NO.	ITEM	UOM	QTY		PRICE
Section J - CIPP Pressure Pipe Lining For Potable and Non-Potable Pressure Pipe					
Potable Pressure Pipelines					
267	6" Installation of Pressure Pipe Lining	1	LF	$	200.00
268	8" Installation of Pressure Pipe Lining	1	LF	$	225.00
269	10" Installation of Pressure Pipe Lining	1	LF	$	250.00
270	12" Installation of Pressure Pipe Lining	1	LF	$	300.00
271	15" Installation of Pressure Pipe Lining	1	LF	$	400.00
272	18" Installation of Pressure Pipe Lining	1	LF	$	450.00
273	21" Installation of Pressure Pipe Lining	1	LF	$	500.00
274	24" Installation of Pressure Pipe Lining	1	LF	$	575.00
275	27" Installation of Pressure Pipe Lining	1	LF	$	675.00
276	30" Installation of Pressure Pipe Lining	1	LF	$	700.00
277	36" Installation of Pressure Pipe Lining	1	LF	$	850.00
Non-Potable Pressure Pipelines					
278	6" Reinforced Pressure Pipe Lining	1	LF	$	200.00
279	8" Reinforced Pressure Pipe Lining	1	LF	$	225.00
280	10" Reinforced Pressure Pipe Lining	1	LF	$	250.00
281	12" Reinforced Pressure Pipe Lining	1	LF	$	300.00
282	15" Reinforced Pressure Pipe Lining	1	LF	$	400.00
283	18" Reinforced Pressure Pipe Lining	1	LF	$	450.00
284	21" Reinforced Pressure Pipe Lining	1	LF	$	500.00
285	24" Reinforced Pressure Pipe Lining	1	LF	$	575.00
286	27" Reinforced Pressure Pipe Lining	1	LF	$	675.00
287	30" Reinforced Pressure Pipe Lining	1	LF	$	700.00
288	36" Reinforced Pressure Pipe Lining	1	LF	$	850.00
289	6" Installation of End Seal	1	EA	$	3,000.00
290	8" Installation of End Seal	1	EA	$	4,500.00
291	10" Installation of End Seal	1	EA	$	5,000.00
292	12" Installation of End Seal	1	EA	$	6,000.00
293	15" Installation of End Seal	1	EA	$	8,000.00
294	18" Installation of End Seal	1	EA	$	8,500.00
295	21" Installation of End Seal	1	EA	$	9,000.00
296	24" Installation of End Seal	1	EA	$	9,500.00
297	27" Installation of End Seal	1	EA	$	10,000.00

298	30" Installation of End Seal	1	EA	$	10,500.00
299	36" Installation of End Seal	1	EA	$	11,000.00
300	6" to 12" System set-up charge Per Install Length	1	LF	$	25.00
301	15" to 24" System set-up charge Per Install Length	1	LF	$	40.00
302	24" to 30" System set-up charge Per Install Length	1	LF	$	60.00
303	Internal Reconnect for CIPP Pressure Pipe	1	EA	$	1,000.00
304	6" to 12" Install Spool Piece for Pressure Pipe	1	EA	$	10,000.00
305	15" to 21" Install Spool Piece for Pressure Pipe	1	EA	$	15,000.00
306	24" to 30" Install Spool Piece for Pressure Pipe	1	EA	$	20,000.00
307	36" Install Spool Piece for Pressure Pipe (up to 20LF)	1	EA	$	30,000.00
Note: Any pressure pipe lining above 36" is on an individual quote basis.					
			SUM TOTAL SECTION J:	**$**	**171,375.00**

NO.	ITEM	UOM	QTY	PRICE	
Section K - Pressure Pipeline Bypass					
308	Set up bypass of mainlines sizes 2"- 4" AWWA approved bypass	1	LF	$	40.00
309	Connection of each service from 2"- 4" AWWA approved bypass	1	EA	$	450.00
310	Operation of 2"- 4" AWWA approved bypass	1	Day	$	500.00

311	Set up bypass of mainlines sizes 6"- 8" AWWA approved bypass	1	LF	$	50.00
312	Connection of each service from 6"- 8" AWWA approved bypass	1	EA	$	500.00
313	Operation of 6"- 8" AWWA approved bypass	1	Day	$	750.00
314	Set up bypass of mainlines sizes 10"- 12" AWWA approved bypass	1	LF	$	60.00
315	Connection of each service from 10"- 12" AWWA approved bypass	1	EA	$	500.00
316	Operation of 10"- 12" AWWA approved bypass	1	Day	$	1,250.00
317	Set up bypass of mainlines sizes 13"- 19" AWWA approved bypass	1	LF	$	150.00
318	Connection of each service from 13"- 19" AWWA approved bypass	1	EA	$	500.00
319	Operation of 13"- 19" AWWA approved bypass	1	Day	$	2,000.00
320	Set up bypass of mainlines sizes 20"- 24" AWWA approved bypass	1	EA	$	200.00
321	Connection of each service from 20"- 24" AWWA approved bypass	1	EA	$	700.00
322	Operation of 20"- 24" AWWA approved bypass	1	Day	$	2,000.00
			SUM TOTAL SECTION K:	**$**	**9,650.00**

NO.	ITEM	UOM	QTY	PRICE
	Section L - Line Cleaning and Inspection for Pressure Pipelines & Mechanical Cleaning			
323	6" Cleaning with pressure propelled pigs	1	LF	$ 15.00
324	8" Cleaning with pressure propelled pigs	1	LF	$ 15.00
325	10" Cleaning with pressure propelled pigs	1	LF	$ 15.00
326	12" Cleaning with pressure propelled pigs	1	LF	$ 15.00
327	15" Cleaning with pressure propelled pigs	1	LF	$ 20.00
328	18" Cleaning with pressure propelled pigs	1	LF	$ 20.00
329	21" Cleaning with pressure propelled pigs	1	LF	$ 20.00
330	24" Cleaning with pressure propelled pigs	1	LF	$ 25.00
331	30" Cleaning with pressure propelled pigs	1	LF	$ 30.00
332	36" Cleaning with pressure propelled pigs	1	LF	$ 35.00
333	6" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
334	8" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
335	10" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
336	12" Set up, Install and Remove Pig Launcher	1	EA	$ 7,500.00
337	15" Set up, Install and Remove Pig Launcher	1	EA	$ 15,000.00
338	18" Set up, Install and Remove Pig Launcher	1	EA	$ 15,000.00
339	21" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
340	24" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
341	30" Set up, Install and Remove Pig Launcher	1	EA	$ 20,000.00
342	36" Set up, Install and Remove Pig Launcher	1	EA	$ 30,000.00
343	6" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
344	8" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
345	10" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
346	12" Cleaning with scrapers or other attached tools	1	LF	$ 25.00
347	15" Cleaning with scrapers or other attached tools	1	LF	$ 30.00
348	18" Cleaning with scrapers or other attached tools	1	LF	$ 30.00
349	21" Cleaning with scrapers or other attached tools	1	LF	$ 30.00

350	24" Cleaning with scrapers or other attached tools	1	LF	$	35.00
351	30" Cleaning with scrapers or other attached tools	1	LF	$	40.00
352	36" Cleaning with scrapers or other attached tools	1	LF	$	50.00
353	6" Pressure pipe inspection	1	LF	$	5.00
354	8" Pressure pipe inspection	1	LF	$	5.00
355	10" Pressure pipe inspection	1	LF	$	6.00
356	12" Pressure pipe inspection	1	LF	$	6.00
357	15" Pressure pipe inspection	1	LF	$	6.00
358	18" Pressure pipe inspection	1	LF	$	8.00
359	21" Pressure pipe inspection	1	LF	$	8.00
360	24" Pressure pipe inspection	1	LF	$	8.00
361	30" Pressure pipe inspection	1	LF	$	10.00
362	36" Pressure pipe inspection	1	LF	$	12.00
363	Tuberculation Removal (Pressure & Gravity Pipelines)	1	IN/DIA/LF	$	5.00
	Note: Any line cleaning and inspection of pressure pipe over 36" is on an individual quote basis.				
			SUM TOTAL SECTION L:	**$**	**150,604.00**

NO.	ITEM	UOM	QTY	PRICE
	Section M - Gravity Sewer Lateral Renewal Systems			
364	4"-6" Internal installation and cure of "T" shaped structure (from main <12"dia)	1	EA	$ 6,000.00
365	4"-6" Internal installation and cure of top hat shaped structure (from main <12"dia)	1	EA	$ 3,500.00
366	4"-6" Installation and cure of structural lateral liner from main <12" dia.	1	LF	$ 425.00
367	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	$ 425.00
368	4"-6" Set-up for installations of <20 each total	1	EA	$ 850.00
369	4"-6" Set-up for installations of 20-50 each total	1	EA	$ 750.00
370	4"-6" Set-up for installations of 50-100 each total	1	EA	$ 300.00
371	4"-6" Set-up for installations of 100-150 each total (>150 no set-up will apply)	1	EA	$ 100.00
			SUM TOTAL SECTION M:	**$ 12,350.00**

NO.	ITEM	UOM	QTY	PRICE
	Section N - Manhole, Access Portals and Wet Well Renewal Systems			
372	All Sizes Installation and cure of manhole lining structure depth <10 vf	1	SQFT	$ 125.00
373	All Sizes Installation and cure of manhole lining structure depth +10 vf <20 vf	1	SQFT	$ 75.00
374	All Sizes Installation and cure of manhole lining structure depth +20 vf <40 vf	1	SQFT	$ 75.00

375	All Sizes Set-up for install and cure of manhole lining structure <1000 sq ft	1	SQFT	$	10.00
376	All Sizes Installation of Manhole Chimney Seal	1	EA	$	1,500.00
377	New manhole frame and cover	1	EA	$	1,500.00
378	Premium manhole frame and cover (i.e. CertainTeed PAM locking units etc.)	1	EA	$	2,000.00
379	Adjust manhole frame and cover	1	EA	$	1,500.00
380	Manhole Rehabilitation - cementitious	1	SQFT	$	30.00
381	Manhole Rehabilitation - epoxy	1	SQFT	$	40.00
382	Manhole, Pipe or Other Structures - Spray Rehabilitation	1	SQFT	$	125.00
383	Manhole Rehabilitation - modified polymer	1	SQFT	$	50.00
384	Manhole Bench Rehabilitation - cementitious	1	SQFT	$	35.00
385	Manhole Bench Rehabilitation - epoxy/modified polymer	1	SQFT	$	50.00
386	Manhole Bench Rebuild	1	EA	$	1,500.00
387	Mechanical Repairs (per person)	1	HR	$	250.00
388	Injection grouting in MH	1	Gal	$	400.00
389	Void filling with cementitious material	1	CF	$	150.00
390	Setup for void filling	1	EA	$	7,500.00
391	Access beyond 100' from road	1	EA	$	5,000.00
392	Vacuum test MH	1	EA	$	1,000.00
			SUM TOTAL SECTION N:	**$**	**22,915.00**

NO.	ITEM	UOM	QTY	PRICE
	Section O - All Other Underground Construction Items and Supplemental Items for This Contract			
395	Internal Point Repair CIPP 6"-8" (Up to 8 LF)	1	EA	$ 7,000.00
396	Internal Point Repair CIPP 10"-12" (Up to 8 LF)	1	EA	$ 8,000.00
397	Internal Point Repair CIPP 15"-18" (Up to 8 LF)	1	EA	$ 10,000.00
398	Internal Point Repair CIPP 21"-24" (Up to 8 LF)	1	EA	$ 13,000.00
399	Internal Point Repair CIPP 27"-33" (Up to 8 LF)	1	EA	$ 15,000.00
400	Internal Point Repair CIPP 36"- 42" (Up to 8 LF)	1	EA	$ 25,000.00
401	Internal Point Repair Mechanical 6"-8" (Up to 6 LF)	1	EA	$ 3,000.00
402	Internal Point Repair Mechanical 10"-12" (Up to 6 LF)	1	EA	$ 5,000.00
403	Internal Point Repair Mechanical 15"-18" (Up to 6 LF)	1	EA	$ 7,500.00
404	Internal Point Repair Mechanical 21"-24" (Up to 6 LF)	1	EA	$ 10,000.00
405	Internal Point Repair Mechanical 27"-33" (Up to 6 LF)	1	EA	$ 15,000.00
406	Internal Point Repair Mechanical 36"- 42" (Up to 6 LF)	1	EA	$ 25,000.00
407	Internal Point Repair Mechanical or Other Method up to 108" Nominal Diameter (Up to 6 LF)	1	EA	$ 40,000.00
408	Large Diameter Invert Repair Interior (Flow Fill or Other Material)	1	CF	$ 150.00
409	Void Filling Exterior of Pipe or Structure (Flow Fill or Other Material)	1	CF	$ 175.00
410	Pipe or Other Confined Space Man Entry Safety System	1	DAY	$ 1,500.00
411	Confined Space Man Entry Safety Plan (3rd Party Certified)	1	EA	$ 5,000.00
			SUM TOTAL SECTION O:	**$ 190,325.00**

NO.	ITEM	UOM	QTY	PRICE
	Section P - Fusible PVC Installation by HDD or Other Means			
412	2"-4" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
413	2"-4" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
414	2"-4" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$ 55.00
415	2"-4" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$ 55.00
416	2"-4" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$ 8.00
417	6"-8" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00
418	6"-8" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$ 35.00

419	6"-8" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	55.00
420	6"-8" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	55.00
421	6"-8" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	10.00
422	10"-12" Installation of pipe clay ground conditions (pipe cost	1	IN/DIA/LF	$	40.00
423	10"-12" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	40.00
424	10"-12" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
425	10"-12" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
426	10"-12" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	12.00
427	14"-18" Installation of pipe clay ground conditions (pipe cost	1	IN/DIA/LF	$	45.00
428	14"-18" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
429	14"-18" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
430	14"-18" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
431	14"-18" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	15.00
432	20"- 24" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
433	20"- 24" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
434	20"- 24" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
435	20"- 24" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
436	20"- 24" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	18.00
437	27"- 36" Installation of pipe clay ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
438	27"- 36" Installation of pipe loose sand ground conditions (pipe cost excluded)	1	IN/DIA/LF	$	45.00
439	27"- 36" Installation of pipe rock ground conditions<3000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
440	27"- 36" Installation of pipe rock ground conditions 3000-8000 psi (pipe cost excluded)	1	IN/DIA/LF	$	65.00
441	27"- 36" Installation of pipe ground conditions per 1000 psi increase over 8000 psi	1	IN/DIA/LF	$	25.00
442	Short Length Setup < 100 LF	1	IN/DIA/LF	$	25.00
443	All Sizes Increase for extraordinary drilling conditions (may be applied to each dia.)	1	IN/DIA/LF	$	25.00
444	4" DR 14 DIPS Fusible PVC®	1	LF	$	17.00
445	4" DR 18 DIPS Fusible PVC®	1	LF	$	13.00
446	6" DR 14 DIPS Fusible PVC®	1	LF	$	33.00
447	6" DR 18 DIPS Fusible PVC®	1	LF	$	26.00
448	6" DR 25 DIPS Fusible PVC®	1	LF	$	19.00
449	8" DR 14 DIPS Fusible PVC®	1	LF	$	56.00
450	8" DR 18 DIPS Fusible PVC®	1	LF	$	44.00
451	8" DR 25 DIPS Fusible PVC®	1	LF	$	33.00
452	10" DR 14 DIPS Fusible PVC®	1	LF	$	85.00
453	10" DR 18 DIPS Fusible PVC®	1	LF	$	67.00
454	10" DR 25 DIPS Fusible PVC®	1	LF	$	49.00
455	12" DR 14 DIPS Fusible PVC®	1	LF	$	118.00
456	12" DR 18 DIPS Fusible PVC®	1	LF	$	94.00
457	12" DR 25 DIPS Fusible PVC®	1	LF	$	70.00

458	14" DR 14 DIPS Fusible PVC®	1	LF	$	160.00
459	14" DR 18 DIPS Fusible PVC®	1	LF	$	125.00
460	14" DR 21 DIPS Fusible PVC®	1	LF	$	110.00
461	14" DR 25 DIPS Fusible PVC®	1	LF	$	93.00
462	16" DR 14 DIPS Fusible PVC®	1	LF	$	208.00
463	16" DR 18 DIPS Fusible PVC®	1	LF	$	163.00
464	16" DR 21 DIPS Fusible PVC®	1	LF	$	140.00
465	16" DR 25 DIPS Fusible PVC®	1	LF	$	120.00
466	18" DR 18 DIPS Fusible PVC®	1	LF	$	205.00
467	18" DR 21 DIPS Fusible PVC®	1	LF	$	176.00
468	18" DR 25 DIPS Fusible PVC®	1	LF	$	150.00
469	20" DR 14 DIPS Fusible PVC®	1	LF	$	315.00
470	20" DR 18 DIPS Fusible PVC®	1	LF	$	250.00
471	20" DR 21 DIPS Fusible PVC®	1	LF	$	220.00
472	20" DR 25 DIPS Fusible PVC®	1	LF	$	184.00
473	24" DR 18 DIPS Fusible PVC®	1	LF	$	356.00
474	24" DR 21 DIPS Fusible PVC®	1	LF	$	308.00
475	24" DR 25 DIPS Fusible PVC®	1	LF	$	265.00
476	24" DR 32.5 DIPS Fusible PVC®	1	LF	$	230.00
477	30" DR 21 DIPS Fusible PVC®	1	LF	$	475.00
478	30" DR 25 DIPS Fusible PVC®	1	LF	$	400.00
479	30" DR 32.5 DIPS Fusible PVC®	1	LF	$	350.00
480	36" DR 21 DIPS Fusible PVC®	1	LF	$	680.00
481	36" DR 25 DIPS Fusible PVC®	1	LF	$	575.00
482	36" DR 32.5 DIPS Fusible PVC®	1	LF	$	500.00
483	Freight for Fusible PVC®	1	Per Truck	$	6,250.00
484	Mobilization/Demobilization for Fusible PVC®	1	Per Event	$	11,000.00
485	Fusion Services for 4"-12" Fusible PVC®	1	Day	$	3,500.00
486	Fusion Services for 14"-16" Fusible PVC®	1	Day	$	3,800.00
487	Fusion Services for 18"- 24" Fusible PVC®	1	Day	$	4,500.00

488	Fusion Services for 30"- 36" Fusible PVC®	1	Day	$	6,300.00
489	Pressure testing	1	IN/DIA/LF	$	5.00
490	Install Fire Hydrant	1	EA	$	10,000.00
491	Ductile Iron Fittings, Restraints, Hardware	1	LB	$	25.00
492	3-Way Fire Hydrant Assembly	1	EA	$	6,500.00
493	Salvage Existing Fire Hydrant	1	EA	$	1,000.00
494	12 Ga. Tracer Wire	1	LF	$	8.00
495	Connect to Existing Water Meter(include new angle valve)	1	EA	$	1,500.00
496	Furnish & Install New Water Meter & Box	1	EA	$	2,500.00
497	Remove Existing Valve & Box	1	EA	$	300.00
498	Resilient Seat Gate Valve & Box	1	EA	$	2,500.00
499	1-Inch HDPE Potable Water Service Line (Short Service) including new angle stop	1	LF	$	50.00
500	1-Inch HDPE Potable Water Service Line (Long Service) including new angle stop	1	LF	$	50.00
			SUM TOTAL SECTION P:	**$**	**68,638.00**

NO.	ITEM	UOM	QTY	PRICE
	Section Q - Right-of-Way Maintenance			
501	ROW Clearing - (typical up to 20 feet wide)	1	LF	$ 75.00
502	ROW Maintenance - (typical up to 20 feet wide)	1	LF	$ 25.00
503	Tree removal and disposal 1" - 6"	1	EA	$ 1,000.00
504	Tree removal and disposal 6" - 12"	1	EA	$ 2,500.00
505	Install 14' Gate	1	EA	$ 7,500.00
506	Technical Field Support	1	HR	$ 150.00
			SUM TOTAL SECTION Q:	**$ 11,250.00**

NO.	ITEM	UOM	QTY	PRICE
	Section R - Crew Travel & Mobilization			
507	Travel and Mobilization	1	EA	$ 15,000.00
508	Travel and Mobilization	1	EA	$ 30,000.00
			SUM TOTAL SECTION R:	**$ 45,000.00**

NO.	ITEM	UOM	QTY	PRICE
	Section S - Geopolymer Storm Pipe & Culvert Lining			
509	30" Storm Pipe - Minimum 1.0"	1	LF	$ 290.00
510	36" Storm Pipe - Minimum 1.0"	1	LF	$ 350.00
511	42" Storm Pipe - Minimum 1.0"	1	LF	$ 400.00
512	48" Storm Pipe - Minimum 1.0"	1	LF	$ 465.00
513	54" Storm Pipe - Minimum 1.5"	1	LF	$ 590.00
514	60" Storm Pipe - Minimum 1.5"	1	LF	$ 650.00
515	66" Storm Pipe - Minimum 1.5"	1	LF	$ 720.00
516	72" Storm Pipe - Minimum 1.5"	1	LF	$ 780.00
517	78" Storm Pipe - Minimum 1.5"	1	LF	$ 840.00
518	84" Storm Pipe - Minimum 1.5"	1	LF	$ 900.00
519	90" Storm Pipe - Minimum 1.5"	1	LF	$ 950.00
520	96" Storm Pipe - Minimum 1.5"	1	LF	$ 1,000.00
521	Short length setup add-on	1	IN/DIA/LF	$ 20.00
522	Additional 1.0" thickness	1	SF	$ 65.00
523	#3 Steel Rebar on 18" Centers for 30" Pipe	1	LF	$ 90.00
524	#3 Steel Rebar on 18" Centers for 36" Pipe	1	LF	$ 100.00
525	#3 Steel Rebar on 18" Centers for 42" Pipe	1	LF	$ 105.00
526	#3 Steel Rebar on 18" Centers for 48" Pipe	1	LF	$ 115.00
527	#3 Steel Rebar on 18" Centers for 54" Pipe	1	LF	$ 125.00
528	#3 Steel Rebar on 18" Centers for 60" Pipe	1	LF	$ 135.00
529	#3 Steel Rebar on 18" Centers for 66" Pipe	1	LF	$ 140.00
530	#3 Steel Rebar on 18" Centers for 72" Pipe	1	LF	$ 150.00
531	#3 Steel Rebar on 18" Centers for 78" Pipe	1	LF	$ 155.00
532	#3 Steel Rebar on 18" Centers for 84" Pipe	1	LF	$ 165.00
533	#3 Steel Rebar on 18" Centers for 90" Pipe	1	LF	$ 170.00

534	#3 Steel Rebar on 18" Centers for 96" Pipe	1	LF	$	180.00
535	Invert Repair	1	LF	$	250.00
536	Hydraulic Jacking of CMP	1	LF	$	135.00
537	6" Thickness Concrete Flatwork	1	SF	$	50.00
538	Rip Rap Supply and Install	1	CF	$	165.00
539	Void Grouting with Cementitious Grout	1	CF	$	140.00
			SUM TOTAL SECTION S:	**$**	**10,390.00**

Attachment "A" RS Means Current Edition Facilities Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN				
			Multiplier	1.50
Attachment "B" RS Means Current Edition Heavy Construction Cost Data Book, latest edition. Stated Discount or Coefficent from "Total incl O&P" COLUMN				
			Multiplier	1.50

BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

Insituform Technologies, LLC

X _____

(Signature and Title)
Patrizia Sordillo, Contracting & Attesting Officer

INSITUFORM TECHNOLOGIES USA, LLC LIMITED LIABILITY SEAL DELAWARE

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 28th day of November AD, 20 23

_____ My Commission Expires: July 8, 2024
(Notary Public)

DIANE PARTRIDGE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: July 8, 2024
Commission # 12595471

SEAL

AGENDA ITEM NO. 8.r

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Project Approval - NW Ward 5 Water Main Improvements

SUGGESTED ACTION: Approval for the project expense and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City Council approved the award of NW Ward 5 Water Main Improvements on April 10, 2024 to C-Squared CGC. The funds for the project are encumbered in GL account 40859000-563000-24502 for $1,266,444.00.

FINANCIAL IMPACT:
The GL funding was approved in September 2023 by Council, the specific project is encumbering $1,266,444.00 in GL account 40859000-563000-24502.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Marisa Powers/Scott Rudacille on July 10, 2024. Addendums noted and accepted by the Contractor and included in the partially executed agreement.

SUGGESTED MOTION:
Approval of the contract and authorization for the Mayor to sign on behalf of the City.

ATTACHMENTS:
Project Documents and Agreement with C-Squared CGC, Inc.

CITY OF BRADENTON

NW WARD 5
WATER MAIN IMPROVEMENTS PROJECT
10A-FY2023

BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

Project No. 40859000-563000-23502

Owner and Engineer:

CITY OF BRADENTON
PUBLIC WORKS AND UTILITIES DEPARTMENT
1411 9th Street West
Bradenton, Florida 34205

September 2023

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03600 GROUT

DIVISION 15—MECHANICAL

15055 PIPING SYSTEMS
15110 VALVES
15125 PIPING APPURTENANCES
15141 DISINFECTION OF PIPING
15144 PRESSURE TESTING OF PIPING
15155 DUCTILE IRON FITTINGS
15291 PVC PRESSURE PIPE AND FITTINGS

END OF SECTION

DIVISION 0

BIDDING AND CONTRACTING REQUIREMENTS

SECTION 00100
ADVERTISEMENT FOR BID

PROJECT: City of Bradenton FY 2023 NW Ward 5 Water Main Improvement Project – Year 10A
City of Bradenton Project No. 40859000-563000-23502
Bradenton, Florida

OWNER: City of Bradenton
1411 9th Street West
Bradenton, Florida 34205
(941) 708-6300 x224
Attn: Kim Clayback, PE, Infrastructure Engineer

ENGINEER: City of Bradenton Public Works and Utilities
1411 9th Street W Bradenton, Florida 34205
(941) 708-6300 x224
Attn: Kim Clayback, PE, Infrastructure Engineer

1.0 WORK DESCRIPTION

The Work is generally described as construction of approximately 3900 linear feet of 8-inch PVC water main by open cut method, including valves, fittings, fire hydrants, new water services to existing meters, trench asphalt pavement removal and replacement, abandonment of existing water mains, disinfection, testing, and other appurtenances and materials; and sidewalk and curbing removal and replacement, as required for a complete and operable system as accepted by the Owner as outlined in the Bid Form.

All work shall be in accordance with the construction drawings, specifications, and contract documents.

2.0 RECEIPT OF BIDS

Bidding and Contract Documents will be available for examination at the City of Bradenton Department of Public Works and Utilities Department, 1411 9th Street West, Bradenton, Florida 34205, starting on Monday, October 23, 2023. Bidding Documents are available in electronic format only and are available at no charge.

Bidding and Contract Documents will be available through the DemandStar website, starting on Monday October 23, 2023. Bidding Documents are available in electronic format only and are available at no charge.

To ensure that Bidders receive all addenda and or clarifications to the Bidding Documents in a timely manner, it is mandatory that all bidders obtain at least one set of Bidding Documents from the DemandStar website. In submitting the bid, Bidders acknowledge that they have received and reviewed the Bidding Documents, other related data identified in the Bidding Documents, and any and all Addenda.

Qualified firms or individuals desiring to provide construction services to the City of Bradenton should submit one (1) original and one (1) copy of their submittal in a sealed opaque envelope or box, and reference **City of Bradenton NW Ward 5 Water Main Improvement Project**, and the words **Bid Documents** must be clearly indicated on the outside of envelope or box. Submittals must be physically received by the City prior to 10:00 am (local time) on Thursday, November 30, 2023 at the exact address below, at which time they will be opened publicly and reviewed for completion. **No submittals will be accepted after the time and date set for receipt.**

City of Bradenton
Department of Public Works & Utilities
1411 9th St. West
Bradenton, FL 34205
Attention: Kim Clayback, PE, Infrastructure Engineer

A mandatory pre-bid meeting will be held on Thursday, November 9, 2023 at 10:00 am (local time) at the City of Bradenton Department of Public Works and Utilities, 1411 9th Street West, Bradenton, Florida 34205. Failure to attend a mandatory pre-bid conference will result in disqualification of prospective bidders. Only prospective bidders on the City's plan holders list may submit a bid.

Bidders may contact by e-mail Kim Clayback, PE (kim.clayback@bradentonFL.gov) for questions, clarifications, and interpretations regarding the Bid Documents. Requests for information can be submitted by email until 5:00 pm Wednesday, November 15, 2023.

END OF ADVERTISEMENT

SECTION 00200
INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.1 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office -The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The Issuing Office is:

City of Bradenton Department of Public Works and Utilities
1411 9th Street West
Bradenton, Florida 34205.

1. Work and Project - The work/project as described in Paragraph 1.0 of Section 00100.
2. Owner – Owner and Engineer are understood to be one and the same.
3. Engineer – Engineer and Owner are understood to be one and the same.

B. Bidder/Contractor

1. Bidder – Bidder and Contractor are understood to be one and the same.
2. Contractor – Contractor and Bidder are understood to be one and the same.

C. Successful Bidder

1. The lowest responsible Bidder submitting a responsive Bid to whom the Owner (on basis of Owner's evaluation as hereafter provided) makes an award.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.1 Complete electronic sets of the Bidding Documents stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

2.2 The Owner shall not provide any compensation to the Contractor for the completion of the Bidding Documents.

2.3 To assure that Bidders receive all addenda and or clarifications to the Bidding Documents in a timely manner, it is mandatory that all bidders obtain at least one set of Bidding Documents from the Owner to be eligible to bid on this project. Complete sets of Bidding Documents shall be used in preparing Bids; the Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets

of Bidding Documents.

2.4 The Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

2.5 Only bona fide general contractors, subcontractors, suppliers, individuals, or entities will be issued Bidding Documents. The requestor may be required to identify general contractor(s) that they are affiliated with or plan to submit a quote to. The Issuing Office reserves the right to investigate the intent of use of the Bidding Documents. If the Issuing Office determines that the requestor intends to use the Bidding Documents for any purpose other than bidding the Project, the request for Bidding Documents will be denied.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.1 A. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in Section 00450 Construction Contractor's Qualification Statement for Engineered Construction.

B. Bidders shall provide State of Florida Contract License Number.

3.2 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.1 *Subsurface and Physical Conditions*

A. No explorations or tests of subsurface conditions at or contiguous to the Site have been used in preparing the Bidding Documents.

4.2 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Bidder is responsible for verifying the existence, location, depth, and type of utility.

4.3 *Hazardous Environmental Condition*

A. No explorations or tests were conducted to identify Hazardous Environmental Conditions, if any at or contiguous to the Site.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.5 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.6 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.7 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and including any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been

identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods and techniques, sequences, and procedures of construction to be employed by the Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A mandatory pre-bid meeting will be held on Thursday, April 6, 2023 at 10:00 am at 1411 9th Street West, Bradenton, FL 34205. Bidders are required to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Addenda will be issued via email unless the Bidder requests otherwise. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.1 The Site(s) are identified within the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner.

ARTICLE 8 – BID SECURITY

8.1 A Bid must be accompanied a Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the contract Documents and furnish the required contract security within 15 days after the

Notice of Award, Owner may consider Bidder in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be the Owner's exclusive remedy if Bidder defaults.

The Bid security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement, or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

8.3 Bid security of other Bidders whom the Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days of the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.1 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) finally completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.1 Provisions for liquidated damages are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by the Owner and identified on the Bid Form. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by the Owner as a substitute or "or-equal" during the bidding period.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder

to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

13.1 To assure that Bidders receive all addenda and or clarifications to the Bidding Documents in a timely manner, it is mandatory that all bidders obtain at least one set of Bidding Documents from the Issuing Office to be eligible to bid on this project. The Bid form included in these Bidding Documents shall be used by the Bidder. Additional copies may be obtained from the Issuing Office.

13.2 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein.

13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice - president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.6 A Bid by an individual shall show the Bidder's name and official address.

13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.8 All names shall be printed in ink below the signatures**.**

13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. The Bidder shall also be a state-certified Contractor in good standing and hold current registration with the Florida Construction Industry Licensing Board of the State Department of Professional Regulation. The type of license must be in a class that is related to the general nature of the construction to be performed on this project. The Bidder's State Contractor's license number for the state of the project shall be shown on the Bid form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.1 *Lump Sum Items*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.2 *Unit Price Items*

A. Bidders shall submit a Bid on a unit price basis of each item of work listed in the Bid Schedule.

B. The total of all estimated prices will be determined as the sum of the product of the estimated quantity of each item and the unit price bid for the item. The final quantities and contract price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.3 *Allowance Items*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.1 Each prospective Bidder is furnished with one electronic copy of the Bidding Documents.

15.2 *The following documents shall be submitted with and made a part of the Bid:*

A. Required Bid security in the form of a Bid Bond (Section 00430).

B. Tabulation of Subcontractors and Suppliers (Section 00431).

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

D. State Contractor's License Number.

E. Florida Trench Safety Act Certification (Section 00440).

F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).

G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).

H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).

I. Noncollusion Affidavit (Section 00453).

J. Drug-Free Workplace Certificate (Section 00454).

K. List of Project References.

15.3 Bid documents shall contain and be placed in the following order:

A. Bid Cover Sheet

B. 00430 Bid Bond

C. Contractor License

D. 00410 Bid Form with Addenda Acknowledgement and Bid Form completed

E. Documents Listed above in the order shown

15.4 A Bid shall be submitted in duplicate (two sets) no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid Bond and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to:

City of Bradenton
Department of Public Works and Utilities
Attention: Kim Clayback, PE
1411 9th Street West
Bradenton, FL 34205

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.1 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, and read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.1 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.1 The Owner intends to award a contract to the lowest responsive bidder. However, the Owner reserves the right to reject any or all Bids, including without limitation,

nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

19.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.3 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.4 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.5 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.

19.6 If the Contract is to be awarded, the Owner will award the Contract to the lowest responsive Bidder whose Bid is in the best interests of the Owner. The Owner reserves the right to reject any or all bids and to waive informalities.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

20.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.2 Provisions for indemnifications by the Contractor are set forth in the Agreement, in Paragraph 6.20 of the General Conditions, as amended by the Supplementary Conditions, and are incorporated herein by reference.

ARTICLE 21 – SIGNING OF AGREEMENT

21.1 When Owner issues a Notice of Award to the Successful Bidder, it shall be

accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – COORDINATION WITH OWNER'S PAVING CONTRACTOR

22.01 Bidder's attention is called to the fact that the Owner intends to perform complete milling and overlaying of the pavement on each roadway that is encompassed within the project covered by these specifications. This paving will be accomplished by the Owner's paving contractor. The successful Bidder for the water main installation work will be required to coordinate with the Owner and paving contractor to schedule the installation of concrete valve pads following completion of the final paving overlay on each side of the road.

ARTICLE 23 – PUBLIC RECORDS CUSTODIAN

23.01 If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, the Contractor's duty to provide public records relating to this contract, contact:

Custodian of Public Records
Bill Ackles
101 Old Main Street
Bradenton, FL 34205
(941) 932-9424 or
William.ackles@cityofbradenton.com

END OF SECTION

SECTION 00410
BID FORM

COPY

PROJECT IDENTIFICATION:

NW Ward 5 Water Main Improvements YR10A
City of Bradenton Project No. 40859000-563000-23502
Bradenton, Florida

ARTICLE 1- BID RECIPIENT

1.1 This Bid is submitted to:

City of Bradenton Public Works and Utilities Department
1411 9th Street West
Bradenton, FL 34205
Attn: Kim Clayback, PE
Infrastructure Engineer

1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.1 Bidder accepts all of the terms and conditions of the Advertisement to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening. Bid prices for the additive alternate will remain subject to acceptance for 120 after Bid Opening.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
1	November 21, 2023
2	December 7, 2023

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site- related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 3.1D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

I. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid form.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.1 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	**GENERAL**				
a	MOBILIZATION	LS	1	$ 127,800.00	$ 127,800.00
b	MAINTENANCE OF TRAFFIC	LS	1	$ 50,000.00	$ 50,000.00
c	RECORD DRAWINGS	LS	1	$ 5,725.00	$ 5,725.00
d	ENVIRONMENTAL PROTECTION	LS	1	$ 17,050.00	$ 17,050.00
2	**FURNISH AND INSTALL**				
a	8" PVC	LF	3,905	$ 110.00	$ 429,550.00
b	6" PVC	LF	49	$ 143.00	$ 7,007.00
c	4" PVC	LF	106	$ 72.00	$ 7,632.00
d	2" PVC	LF	27	$ 124.00	$ 3,348.00
3	**TAPPING SLEEVE WITH TAPPING VALVE AND VALVE BOX**				
a	6" x 6" TAPPING SLEEVE AND VALVE	EA	5	$ 8,600.00	$ 43,000.00
b	10" x 8" TAPPING SLEEVE AND VALVE	EA	3	$ 9,700.00	$ 29,100.00
4	**VALVE AND VALVE BOX**				

a	8" GATE VALVE	EA	19	$ 4,750.00	$ 90,250.00
b	6" GATE VALVE	EA	3	$ 3,515.00	$ 10,545.00
c	4" GATE VALVE	EA	7	$ 3,250.00	$ 22,750.00
d	2" GATE VALVE	EA	1	$ 3,260.00	$ 3,260.00
5	**FURNISH AND INSTALL INSERTION-TYPE VALVE AND LINE STOPS**				
a	*6" LINE STOP	EA	9	$ 12,000.00	$ 108,000.00
b	*4" LINE STOP	EA	10	$ 11,300.00	$ 113,000.00
6	**FURNISH AND INSTALL DUCTILE IRON PIPE FITTINGS FOR WATER MAIN**				
	2-INCH FITTINGS				
a	2" INSERT VALVE	EA	2	$ 10,080.00	$ 20,160.00
b	2" SLEEVE	EA	1	$ 300.00	$ 300.00
c	2-INCH 45° BEND	EA	2	$ 385.00	$ 770.00
	4-INCH FITTINGS				
d	4-INCH 45° BEND	EA	14	$ 375.00	$ 5,250.00
e	*4" CAP	EA	2	$ 351.00	$ 702.00
f	4" HYMAX SLEEVE	EA	8	$ 4,250.00	$ 34,000.00
	6-INCH FITTINGS				
g	*6" CAP - PLUG	EA	6	$ 350.00	$ 2,100.00
h	6-INCH 45° BEND	EA	6	$ 385.00	$ 2,310.00
i	6-INCH HYMAX SLEEVE	EA	3	$ 4,080.00	$ 12,240.00
	8-INCH FITTINGS				
j	8-INCH 45° BEND	EA	30	$ 475.00	$ 14,250.00
k	8-INCH 11.25° BEND	EA	2	$ 585.00	$ 1,170.00
l	8-INCH 22.5° BEND	EA	3	$ 525.00	$ 1,575.00
m	8" x 6" REDUCER	EA	4	$ 450.00	$ 1,800.00
n	8" x 4" REDUCER	EA	1	$ 465.00	$ 465.00
o	8" x 8" x 8" TEE	EA	4	$ 525.00	$ 2,100.00
p	8" x 8" x 6" TEE	EA	3	$ 975.00	$ 2,925.00
q	8" x 8" x 4" TEE	EA	7	$ 625.00	$ 4,375.00
r	8" x 8" x 2" TEE	EA	1	$ 900.00	$ 900.00
7	**OTHER WATER**				
a	FIRE HYDRANT ASSEMBLY	EA	8	$ 9,675.00	$ 77,400.00
b	BACTERIOLOGICAL SAMPLE POINT	EA	2	$ 6,845.00	$ 13,690.00
c	WATER SERVICE TO EXISTING 1" METERS	LF	731	$ 90.00	$ 65,790.00
8	**SITE WORK**				
a	REMOVE AND REPLACE ASPHALTIC CONCRETE PAVEMENT (TRENCHES ONLY)	SY	4,242	$ 20.00	$ 84,840.00
b	*REMOVE AND REPLACE UNSUITABLE SOILS	CY	300	$ 64.00	$ 19,200.00
c	REMOVAL EXISTING CONCRETE (CURB)	SY	110	$ 179.00	$ 19,690.00
d	REMOVAL OF EXISTING CONCRETE	SY	1,084	$ 67.00	$ 72,628.00

e	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,205	$	54.00	$	65,070.00
f	CONCRETE SIDEWALK 4" THICK W/MONOLITHIC POUR WALL	SY	62	$	104.00	$	6,448.00
g	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	106	$	189.00	$	20,034.00
h	CONCRETE CURB & GUTTER, TYPE F	LF	478	$	45.00	$	21,510.00
i	CONCRETE CURB, TYPE D	LF	539	$	33.00	$	17,787.00
j	18 INCH LOW PROFILE CURB AND GUTTER	LF	628	$	52.00	$	32,656.00
k	VALLEY GUTTER - CONCRETE (DROP CURB AT DRIVEWAYS)	LF	84	$	133.00	$	11,172.00
l	DETECTABLE WARNING	SF	200	$	46.00	$	9,200.00
m	SOD	SY	1,000	$	5.00	$	5,000.00
9	**CASH ALLOWANCE**						
a	QUALITY CONTROL TESTING	Allowance	1	$	2,500.00	$	2,500.00
10	**SIGNAGE & PAVEMENT MARKINGS**						
a	SINGLE POST SIGN <12 SQ FT	AS	2	$	575.00	$	1,150.00
b	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	707	$	4.00	$	2,828.00
c	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	181	$	8.00	$	1,448.00
TOTAL							
	*IF REQUIRED					$	1,725,450.00

Total Bid, in figures: $1,725,450.00

Total Bid, in words: One million seven hundred twenty five thousand, four hundred fifty dollars and zero cents.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.1 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

6.2 Bidder accepts the provisions of the Agreement as to liquidated damages.

6.3 Additional time will be allotted if the additive alternate is awarded.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.1 The following documents are submitted with and made a part of this Bid:

A. Required Bid security in the form of a Bid Bond (Section 00430).

B. Tabulation of Subcontractors and Suppliers (Section 00431).

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

D. State Contractor's License Number.

E. Florida Trench Safety Act Certification (Section 00440).

F. Construction Contractor's Qualification Statement for Engineered Construction (Section 00450).

G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).

H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).

I. Noncollusion Affidavit (Section 00453).

J. Drug-Free Workplace Certificate (Section 00454).

K. List of Project References.

ARTICLE 8 – DEFINED TERMS

8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: C-Squared Certified General Contractor, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): S-Corps

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Sean D'Agostino

Title: President (CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is 11 / 03 /2003.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

By: _____

(Signature of second joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 1715 67th Ave East Sarasota, FL 34243

_____

Phone No. 941-960-8114

Fax No. _____

E-mail SeanD@c-squaredcgc.com

SUBMITTED on 14th of December, 20 23.

State Contractor License No. CGC1506629 / CUC1225171

END OF SECTION

SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West
Bradenton, FL 34210

SURETY *(Name and Address of Principal Place of Business)*:
FCCI Insurance Company
6300 University Pkwy.
Sarasota, FL 34240

OWNER *(Name and Address)*:
City of Bradenton Public Works and Utilities Department
1411 9th Street West
Bradenton, FL 34205

BID
Bid Due Date: December 14, 2023
Description *(Project Name and Include Location)*:
NW Ward 5 Water Main Improvements Project, 10A-FY2023, Project No. 40859000-563000-23502

BOND
Bond Number: n/a
Date *(Not earlier than Bid due date)*: December 14, 2023
Penal sum ---Five Percent of Accompanying Bid--- $ ---5% of Accompanying Bid---
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

C-Squared Certified General Contractor, Inc. (Seal)	FCCI Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
Print Name	Jared M. Hawkins Print Name
President Title	Attorney-in-Fact and Licensed Florida Agent/W034875 Title Phone (941) 366-8424
Attest: Signature	Attest: Signature
Office Manager Title	Carol McManus Title Witness

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jared M. Hawkins; Carol McManus; Darren Howard;
Thomas Kochis; Robert W. Brown; Stacy Baier

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 14th day of December, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that as the Contractor, at least 50% of all work will be performed by the Contractor, and that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	**CLASS OF WORK OR MATERIAL**
(1)	To be determined.	
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		

BIDDER: C-Squared Certified General Contractor, Inc.

By: _____

Name: Sean D'Agostino

Title: President

Date: December 14, 2023

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90- 96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

	Cost
1. Trench Safety Act Compliance	$ 100.00
2. Special Shoring	$ 100.00

Identify method of compliance for Item #1: _____

By using a trench box.

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

By using a trench box.

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: C-Squared Certified General Contractor, Inc.

By: _____

Name: Sean D'Agostino

Title: President

Sworn to and subscribed before me this 14th day of December, 2023.

_____
Notary Public

Notary Public State of Florida
Amanda Kelly
My Commission HH 351220
Expires 3/17/2027

My Commission Expires: March 17, 2027

APPENDIX D

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION

This qualification statement was developed by AGC of America in cooperation with the Engineers Joint Contract Documents Committee (EJCDC) which recommend its use as a suggested generic prequalification statement or a contract-specific qualification statement. In the latter case, the owner or engineer may wish to make appropriate supplemental inquires.

The Engineers Joint Contract Documents Committee consists of representatives of the following organizations:

National Society of Professional Engineers
American Consulting Engineers Council
American Society of Civil Engineers
Construction Specifications Institute

The contents of this statement are CONFIDENTIAL.

Submitted by:

Name of Organization	C-Squared Certified General Contractor, Inc.
Name of Individual	Sean D'Agostino
Title	President
Address	1715 67th Ave East Sarasota, FL 34243
Telephone	941-960-8114

AGC DOCUMENT NO. 220 CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
© 1990, The Associated General Contractors of America.

Submitted to:

Name: City of Bradenton

Address: 1411 9th Street W, Bradenton, FL 34205

Telephone:

Project Name and Description (if applicable)

NW WARD5 WATER MAIN IMPROVEMENT PROJECT 10A-FY2023

Contractor's General Business Information

Check If:

☑ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation
October 2003 - Florida

b. List of Executive Officers

Name	Title
Sean D'Agostino	President
Michael D'Agostino	Secretary

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION,
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N/A

If Partnership:

a. Date and State of Organization

b. Names of Current General Partners

c. Type of Partnership

❑ General ❑ Publicly Traded

❑ Limited ❑ Other (describe):_____

If Joint Venture:

a. Date and State of Organization

b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

If Sole Proprietorship:

a. Date and State of Organization

b. Name and Address of Owner or Owners

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1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately).

2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately).

3. Name of surety company and name, address, and phone number of agent.

4. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec. 1563?
☐ Yes ☑ No

   If yes, show names and addresses of affiliated companies.

5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it? ☐ Yes ☑ No

   If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?
☐ Yes ☑ No

   If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
☐ Yes ☑ No

   If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

10. If required, can your organization provide a bid bond for this project? ☑ Yes ☐ No

11. What is your approximate total bonding capacity?

    ☐ $500,000 to $2,000,000

    ☐ $2,000,000 to $5,000,000

    ☐ $5,000,000 to $10,000,000

    ☑ $10,000,000 or more

AGC DOCUMENT NO. 220 • CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION, © 1990, The Associated General Contractors of America.

12. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please see attached safety manual.

13. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank: Hancock Bank

Address: 4770 State Road 64 East Bradenton, FL 34208

Account Manager: John Balestriere

Telephone: 941-714-3383

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By:

Title: President

Dated: 14th day of December, 2023

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C-Squared Certified General Contractor, Inc.
Mailing Address ■ 3547 53rd Ave W ■ # 327 ■ Bradenton, FL 34210
FDOT Mine 13810 Address ■ 1715 67th Ave E ■ Sarasota, FL 34243
Phone 941-960-8114 ■ Fax 941-746-3703
www.C-Squaredcgc.com
"Quality…Integrity…Reliability"

Schedule 'A'

December 14, 2023

City of Bradenton

RE: NW Ward 5 Water Main Improvements YR10A
City of Bradenton Project No. 40859000-563000-23502

Owner Name: City of Palmetto
Project Name: CDBG Neighborhood Revitalization and Infrastructure Project Sub-System 4
COP Project #14-670
Location: Various Locations
Client Contact: Matt Bloome – Utilities Supervisor
Contact Phone: 941-723-4580
Contact Email: MBloome@palmettoFL.org
Service Dates: July 1, 2019 – June 1, 2020
Prime Contractor
Components: Install new Water Main, MOT, Grading, Concrete Sidewalk, Curb, Storm Drainage, Asphalt Pavements, Pavement Markings, Sod.

Owner Name: City of Bradenton
Project Name: 8th Ave W (SR45) Between 9th St W and 14th St W Water Main Replacement and Streetscape City of Bradenton 40859000-563000-17502 FDOT: 439013-1-58-01
Location: City of Bradenton
Client Contact: Kim Clayback
Contact Phone: 941-708-6300 x224
Contact Email: Kim.Clayback@cityofbradenton.com
Service Dates: October 15, 2018 – June 13, 2019
Prime Contractor
Components: MOT, Grading, Concrete Sidewalk and Curb repair and replacement, Concrete Separator installation, Utility Deflections, Hydrant installations, Looped Water Main system replacement, Irrigation installation, Asphalt Pavement, Pavement Markings, Signage, Signalization, and Decorative Street Lighting.

Owner Name: City of Bradenton
Project Name: Oxford Drive Water main and Drainage Improvements Project 8A-FY2021
Location: City of Bradenton
Client Contact: Kim Clayback
Contact Phone: 941-708-6300 x224
Contact Email: Kim.Clayback@cityofbradenton.com
Service Dates: July 6, 2021 – July 15, 2022
Prime Contractor
Components: Installation of new watermain system, fire hydrant installation, stormwater installation, remove and replace concrete sidewalk and driveways and roadway restoration.

Owner: City of Holmes Beach
Project Name: City Center Roadway Improvements
Location: City of Holmes Beach, Manatee County
Client Contact: Sage Kamiya, PE, PTOE
Contact Phone: 941-705-5768 Ext 245
Contact Email: SKamiya@holmesbeachfl.org
Service Date: May 31, 2022 – Current
Prime Contractor
Components: Redesign sections of Gulf Drive and Marina Drive, installing new roadway, sidewalks, curb and gutters, plantings, infiltration systems and lighting installations.

Owner: Manatee County
Project Name: B2204903 – Reconstruct Stormwater Outfall of Braden River
Location: Manatee County
Client Contact: Anthony Russo
Contact Phone: 813-434-5350
Contact Email: Anthony.Russo@mymanatee.org
Service Date: April 12, 2022 – January 17, 2023
Prime Contractor
Components: Excavation, Grading and Shaping ditch, floating turbidity barrier, Rip-Rap formed concrete.

Schedule B

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
CLASSES OF WORK	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT	
					AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Water / Sewer Deflections, Directional Drill, Concrete Curb, traffic seperator, sidewalk and ADA Ramps	T7410 - Hillsborough County	$ 1,792,768.58	$ 785,000.00	$ 1,007,768.58		$ 15,000.00
				$ -		
				$ -		
				$ -		
			BOT WORK	$ 1,007,768.58		
CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	(Col. 5 Subtotal)	$ -	$ 15,000.00
				BALANCE OF CONTRACT AMOUNT		
MOT, Grading, Flexible Pavement, drainage, concrete curb	Lakewood Ranch Inter District Authority	$ 306,639.50		$ 306,639.50		$ 306,639.50
MOT, Grading, Concrete Sidewalk, Reclaim Water main, flexible pavement, Asphalt Paving	Sarasota County Turtle Rock Reclaim Water main Improvements	$ 516,844.20	$ 85,000.00	$ 431,844.20	$ 431,844.20	
MOT, Gading, Drainage, Concrete Curb, Concrete Sidewalk, Gravity wall, Flexible Pavement	Sarasota County Myrtle St Improvements Phase 3 (LAP project)	$ 2,517,261.65	$ 750,000.00	$ 1,767,261.65	$ 1,567,850.00	
Palm Air Country Club Cart Path Removal	Palm Aire Country Club	$ 39,500.00	$ -	$ 39,500.00	$ 39,500.00	
MOT, Grading, Concrete Sidewalk, Pavement Markings	City of Sarasota	$ 26,685.00	$ 2,500.00	$ 24,185.00	$ 24,185.00	
				$ -		
				$ -		
			OTHER WORK	$ 2,569,430.35		
	PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE			(Col. 5 Subtotal)	$ 2,063,379.20	$ 306,639.50
				TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU		
				GRAND TOTAL	$ 2,063,379.20	$ 321,639.50
						2,385,018.70

Total of Column 6 and 7 Must Be Filled in and Must Agree

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

SCHEDULE C - PERSONNEL

Name	Position	Date started with this organization	Date started in construction	Prior positions and experience in construction
Sean D'Agostino	President	October 2003	1999	Started at 14
Michael D'Agostino	Secretary	October 2003	1970	Started at 12

SECTION 00451
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Manatee

Before me, the undersigned authority, personally appeared Sean D'Agostino - President, who, being by me first duly sworn, made the following statement:

1. The business address of C-Squared Certified General Contractor, Inc.
(firm name of Bidder/Contractor)

is 1715 67th Ave East Sarasota, FL 34243.

2. My relationship to C-Squared Certified General Contractor, Inc.
(firm name of Bidder/Contractor)

is President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 14th day of December, 2023, by Sean D'Agostino who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Amanda Kelly
My Commission HH 351220
Expires 3/17/2027

(Seal)

Commission Expires: March 17, 2027

N/A

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

PROJECT	NAME AND ADDRESS OF OWNER OR ENGINEER	NAME AND PHONE NUMBER OF OWNER OR ENGINEER REPRESENTATIVE	DATE OF CONTRACT	AMOUNT	STATUS

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The City of Bradenton, herein called the "Owner."

Pursuant to bidding requirements for the work titled "NW WARD5 WATER MAIN IMPROVEMENT PROJECT 10A-FY2023,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Manatee

Sean D'Agostino - President, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of C-Squared Certified General Contractor, Inc (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Sean D'Agostino - President

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 14th day of December, 2023, by Sean D'Agostino who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Amanda Kelly
My Commission HH 351220
Expires 3/17/2027

Amanda Kelly

(Seal)
Commission Expires: March 17, 2027

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
C-Squared Certified General Contractor, Inc. (Print or Type Name of Firm)

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.

Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on or requires 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.

Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature _____

Date 14th day of December, 2023

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 14th day of December 2023, by Sean D'Agostino who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Amanda Kelly
My Commission HH 351226
Expires 3/17/2027

(Seal)
Commission Expires: March 17, 2027

SECTION 00510
NOTICE OF AWARD

Date: April 26, 2024

Project: NW Ward 5 Water Main Improvements	
Owner: City of Bradenton, Florida	Owner's Contract No.:
Contract:	Owners Project No.: 40859000-563000-24502
Bidder: C-Squared CGC, Inc	
Bidder's Address: 3547 53rd Ave W #327 Bradenton, FL 34210	

You are notified that your Bid dated December 14, 2023 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the NW Ward 5 Water Main Improvements project YR10A.

The Contract Price of your Contract is: one million, two hundred sixty-six thousand, four hundred forty-four Dollars ($1,266,444).

Two copies of the proposed Contract Documents (except Drawings) shall be provided once fully executed.

One electronic set of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 21 days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner: City of Bradenton, Florida
Authorized Signature Brian R. Norman, EI
Title Environmental Compliance Engineer

SECTION 00520
AGREEMENT

FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)

THIS AGREEMENT is by and between City of Bradenton, Florida ("Owner") and C-Squared CGC, Inc ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as construction of approximately 2,900 linear feet of 8-inch PVC water main by open cut method, including valves, fittings, fire hydrants, new water services to existing meters, trench asphalt pavement removal and replacement, abandonment of existing water mains, disinfection, testing, and other appurtenances and materials required for a complete and operable system as accepted by the Owner. Other roadway enhancements include the removal and installation of sidewalk and curbing is included in the work. All work shall be in accordance with the construction drawings, specifications, and contract documents.

ARTICLE 2 – THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

NW Ward 5 Water Main Improvements
City of Bradenton Project Number: 40859000-563000-24502
Bradenton, Florida

ARTICLE 3 – ENGINEER

3.1 The Project has been designed by the Owner (Engineer), which is to assume all duties and responsibilities, and have the rights and authority in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.1 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and

readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.2 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial or other loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.1.A below:

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	**GENERAL**				
a	MOBILIZATION	LS	1	$97,150.00	$97,150.00
b	MAINTENANCE OF TRAFFIC	LS	1	$38,000.00	$38,000.00
c	RECORD DRAWINGS	LS	1	$4,350.00	$4,350.00
d	ENVIRONMENTAL PROTECTION	LS	1	$12,950.00	$12,950.00
2	**FURNISH AND INSTALL**				
a	8" PVC	LF	2,909	$110.00	$319,990.00
b	6" PVC	LF	25	$143.00	$3,575.00
c	4" PVC	LF	70	$72.00	$5,040.00
d	2" PVC	LF	27	$124.00	$3,348.00

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
3	**TAPPING SLEEVE WITH TAPPING VALVE AND VALVE BOX**				
a	6" x 6" TAPPING SLEEVE AND VALVE	EA	4	$8,600.00	$34,400.00
b	10" x 8" TAPPING SLEEVE AND VALVE	EA	3	$9,700.00	$29,100.00
4	**VALVE AND VALVE BOX**				
a	8" GATE VALVE	EA	13	$4,750.00	$61,750.00
b	6" GATE VALVE	EA	1	$3,515.00	$3,515.00
c	4" GATE VALVE	EA	4	$3,250.00	$13,000.00
d	2" GATE VALVE	EA	1	$3,260.00	$3,260.00
5	**FURNISH AND INSTALL INSERTION-TYPE VALVE AND LINE STOPS**				
a	*6" LINE STOP	EA	7	$12,000.00	$84,000.00
b	*4" LINE STOP	EA	7	$11,300.00	$79,100.00
c	*2" LINE STOP	EA	1	$10,080.00	$10,080.00
6	**FURNISH AND INSTALL DUCTILE IRON PIPE FITTINGS FOR WATER MAIN**				
	2-INCH FITTINGS				
a	*2" CAP AND PLUG	EA	1	$350.00	$350.00
b	*2" 45° BEND	EA	2	$385.00	$770.00
c	*2" HYMAX SLEEVE	EA	1	$300.00	$300.00
	4-INCH FITTINGS				
d	*4" CAP AND PLUG	EA	7	$351.00	$2,457.00
e	*4" 45° BEND	EA	8	$375.00	$3,000.00
f	*4" HYMAX SLEEVE	EA	5	$4,250.00	$21,250.00
	6-INCH FITTINGS				
g	*6" CAP AND PLUG	EA	7	$350.00	$2,450.00
h	*6" 45° BEND	EA	2	$385.00	$770.00
i	*6" HYMAX SLEEVE	EA	2	$4,080.00	$8,160.00
	8-INCH FITTINGS				
j	8" 45° BEND	EA	19	$475.00	$9,025.00
k	8" 22.5° BEND	EA	3	$525.00	$1,575.00
l	8" 11.25° BEND	EA	2	$585.00	$1,170.00
m	8" x 6" REDUCER	EA	4	$450.00	$1,800.00
n	8" x 4" REDUCER	EA	1	$465.00	$465.00
o	8" x 8" x 8" TEE	EA	2	$525.00	$1,050.00
p	*8" x 8" x 6" TEE	EA	2	$975.00	$1,950.00
q	*8" x 8" x 4" TEE	EA	4	$625.00	$2,500.00
r	*8" x 8" x 2" TEE	EA	1	$900.00	$900.00
7	**OTHER WATER**				
a	FIRE HYDRANT ASSEMBLY	EA	5	$9,675.00	$48,375.00
b	BACTERIOLOGICAL SAMPLE	EA	7	$6,845.00	$47,915.00

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
	POINT				
c	WATER SERVICE TO EXISTING 1" METERS	LF	661	$90.00	$59,490.00
8	**SITE WORK**				
a	REMOVE AND REPLACE ASPHALTIC CONCRETE PAVEMENT (TRENCHES ONLY)	SY	3,034	$20.00	$60,680.00
b	*REMOVE AND REPLACE UNSUITABLE SOILS	CY	300	$64.00	$19,200.00
c	REMOVAL EXISTING CONCRETE (CURB)	SY	59	$179.00	$10,561.00
d	REMOVAL OF EXISTING CONCRETE	SY	483	$67.00	$32,361.00
e	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	528	$54.00	$28,512.00
f	CONCRETE SIDEWALK 4" THICK W/MONOLITHIC POUR WALL	SY	0	$104.00	$-
g	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	34	$189.00	$6,426.00
h	CONCRETE CURB & GUTTER, TYPE F	LF	219	$45.00	$9,855.00
i	CONCRETE CURB, TYPE D	LF	539	$33.00	$17,787.00
j	18 INCH LOW PROFILE CURB AND GUTTER	LF	628	$52.00	$32,656.00
k	VALLEY GUTTER - CONCRETE (DROP CURB AT DRIVEWAYS)	LF	84	$133.00	$11,172.00
l	DETECTABLE WARNING	SF	96	$46.00	$4,416.00
m	SOD	SY	1,797	$5.00	$8,985.00
9	**CASH ALLOWANCE**				
a	QUALITY CONTROL TESTING	Allowance	1	$2,500.00	$2,500.00
10	**SIGNAGE & PAVEMENT MARKINGS**				
a	SINGLE POST SIGN <12 SQ FT	AS	1	$575.00	$575.00
b	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	371	$4.00	$1,484.00
c	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	118	$8.00	$944.00
TOTAL					**$1,266,444.00**

Total Bid, in figures: $1,266,444.00

Total Bid, in words: one million, two hundred sixty-six thousand, four hundred forty-four and 00/100 dollars

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 11.02 of the General Conditions.

The Bid prices for Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

B. Contractor shall send Applications for Payment to the Owner along with all required supporting documentation with each Application for Payment.

C. Contractor shall request payment for work completed only. This may include stockpiled materials.

6.2 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

    b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.3 *Final Payment*

Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.1 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest as stipulated in the Prompt Payment Act of the Florida Statutes, Title XIV, Chapter 218, part VII.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the

written resolution thereof by Engineer is acceptable to Contractor.

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 *Contents*

A. The Contract Documents consist of the following:

1. Advertisement for Bid.
2. Instructions for Bidders.
3. This Agreement.
4. Performance bond.
5. Payment bond.
6. Other bonds.
7. General Conditions.
8. Supplementary Conditions.
9. Specifications as listed in the table of contents of the Project Manual.
10. Construction Drawings consisting of 42 sheets with each sheet bearing the following general title: Water Main Improvements F.Y. 2023 Northwest Ward 5 Area.
11. Addenda (numbers 1 to 2, inclusive).
12. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid.

    b. Documentation submitted by Contractor prior to Notice of Award.

    c. Notice of Award.

13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice of Award (00510).

    b. Notice to Proceed (00550).

    c. Contractor's Application for Payment (00620).

    d. Certificate of Substantial Completion (00625).

    e. Request for Information (00932).

    f. Shop Drawing/Submittal Log and Control Sheet (00936).

g. Shop Drawing/Submittal Control Form (00937).

h. Notice of Noncompliance (00938).

i. Certificate of Guarantee (00939).

j. Work Change Directive (00940).

k. Change Order (00941).

l. Field Order (00942).

m. Contractor's Release (00943).

n. Surety's Release for Final Payment (00944).

o. Proposed Contract Modification (00945).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and Supplementary Conditions.

10.2 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
City of Bradenton	C-Squared Certified General Contractor, Inc.
By: _____	By: _____
Title: _____	Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____	Attest: _____
Title: _____	Title: Office Manager
Address for giving notices:	Address for giving notices:
City of Bradenton	C-Squared Certified General Contractor, Inc.
101 Old Main Street Bradenton, FL 34205	3547 53rd Ave W #327 Bradenton, FL 34210
	License No.: CGC1506629 / CUC1225171

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(Where applicable) Agent for service of process: _____

CITY OF BRADENTON
ADDENDUM TO AGREEMENT WITH C-SQUARED CGC, INC.

This Addendum (the "Addendum") is an addendum to the Form Agreement for Construction Contract (Stipulated Price) and Contract Documents listed within the same (the "Agreement") between the City of Bradenton (the "Owner/City") and C-Squared CGC, Inc. ("Contractor/Vendor"). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

MODIFICATIONS

1. Article 6 of the Form Agreement and Sections 14.02 and 14.07 of the General Conditions shall be modified to state that Applications for Payment shall be paid in accordance with Florida's Prompt Payment Act.
2. Article 6.2 of the Form Agreement shall be revised to reflect that the retainage to be held shall be 5%.

ADDITIONS

3. A new Article 11, Indemnification, shall be added to the Form Agreement as follows:

   Vendor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

4. A new Article 12, Public Records, shall be added to the Form Agreement as follows:

   To the extent applicable, the Vendor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

   A. Vendor shall keep and maintain public records required by the City in order to perform the service;

   B. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

   C. Vendor shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the agreement term and following completion of the agreement if the Vendor does not transfer the records to the City;

D. Vendor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the public agency; and,

E. Vendor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

5. A new Article 13, E-Verify, shall be added to the Form Agreement as follows:

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Vendor hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Vendor has a

contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

6. A new Article 14, Venue, shall be added to the Form Agreement as follows:

   The venue for any dispute relating to this Agreement shall be Manatee County, Florida.

CITY OF BRADENTON, FLORIDA:

By: _____

Name: _____

Title: _____

C-SQUARED CGC, INC.

By: _____

Name: Sean D'Agostino

Title: President

SECTION 00550
NOTICE TO PROCEED

Date: July 29, 2024

Project: NW Ward 5 Water Main Improvements

Owner: City of Bradenton, Florida	Owner's Contract No.: 40859000-563000-24502
Contract:	
Contractor: C-Squared CGC, Inc	
Contractor's Address: 3547 53rd Ave W #327 Bradenton, FL 34210	

You are notified that the Contract Times under the above Contract will commence to run on July 29, 2024. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is January 25, 2025. The date of readiness for final payment is February 24, 2025.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

- Submit for approval a Maintenance of Traffic Plan
- Provide the location of the lay down yard
- Submit for approval Shop Drawings
- Submit for approval a Work Schedule
- Submit a preconstruction video
- Notify all residents along the routes of construction including construction time.

_____	_____
Contractor Authorized Representative	Owner
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Title	Title
_____	_____
Date	Date

Inst. Number: 202441062037 Page 1 of 5 Date: 6/13/2024 Time: 12:10 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Deed: 0.00 Doc Mort: 0.00 Int Tax: 0.00

SECTION 00614
Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	3303758
CONTRACTOR NAME:	C-Squared Certified General Contractor, Inc.
CONTRACTOR ADDRESS:	3547 53rd Ave. West Bradenton, FL 34210
CONTRACTOR PHONE NO:	(941) 960-8114
SURETY COMPANY:	FCCI Insurance Company 6300 University Pkwy., Sarasota, FL 34240 (941) 226-3224
OWNER NAME:	City of Bradenton
OWNER ADDRESS:	1411 9th Street West Bradenton, FL 34205
OWNER PHONE NO.:	(941) 708-6300
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	n/a
OBLIGEE ADDRESS:	n/a n/a
OBLIGEE PHONE NO.:	n/a
BOND AMOUNT:	$1,266,444.00
CONTRACT NO.: (If applicable)	40859000-563000-24502
DESCRIPTION OF WORK:	NW Ward 5 Water Main Improvements City of Bradenton, Florida
PROJECT LOCATION:	NW Ward 5 Water Main Improvements City of Bradenton, Florida
LEGAL DESCRIPTION: (If applicable)	NW Ward 5 Water Main Improvements City of Bradenton, Florida

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
C-Squared Certified General Contractor, Inc.
3547 53rd Ave. West #327
Bradenton, FL 34210

SURETY (*Name, and Address of Principal Place of Business*):
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER (*Name and Address*):
City of Bradenton
1411 9th Street West
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: $1,266,444.00
Description (*Name and Location*): NW Ward 5 Water Main Improvements
City of Bradenton Project Number: 40859000-563000-24502
Bradenton, Florida

BOND
Bond Number: 3303758
Date (*Not earlier than Effective Date of Agreement*):

Amount: $1,266,444.00
Modifications to this Bond Form: None

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

C-Squared Certified General Contractor, Inc. (Seal)
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

President
Title

Attest: _____
Signature

Office Manager
Title

SURETY

FCCI Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (Attach Power of Attorney)

Jared M. Hawkins
Print Name

Attorney-in-Fact and Licensed
Florida Resident Agent/W034875
Title Phone (941) 366-8424

Attest: _____
Signature

Carol McManus, Attorney-in-Fact
Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*)
Surety Agency or Broker:
Owner's Representative (*Engineer or other party*):

Jared M. Hawkins, Attorney-in-Fact and
Licensed Florida Resident Agent/W034875
Atlas Insurance Agency
7120 Beneva Road
Sarasota, FL 34238
Phone (941) 366-8424

Kim Clayback, PE, Infrastructure Engineer
City of Bradenton Public Works and Utilities
1411 9th Street W., Bradenton, FL 34205
(941) 708-6300

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. X ___Work Completed..... $ _____

b. X _____Stored Material..... $ _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____ 6.

AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

A		B	C	D	E	F		G
Specification Section No.	Description	Scheduled Value ($)	Work Completed From Previous Application (C+D)	Work Completed This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):										Application Number:			
Application Period:										Application Date:			
A				B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Dahlia Gardens Water Main Improvements10D FY2023	
Owner: City of Bradenton	Owner's Contract No.: 40859000-563000-23502
Contract:	

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

_____

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review**:**

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A .Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplemental Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions with the prefix changed to "SC".

ARTICLE 1 DEFINITIONS AND TERMINOLOGY

Add the following new paragraph immediately after paragraph 1.01.51:

SC-1.01.52 SURETY - The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.

ARTICLE 2 PRELIMINARY MATTERS

Delete paragraph 2.01.B in its entirety and insert the following in its place:

SC-2.01.B Before any Work at the Site is started, Contractor shall deliver to the Owner, certificates of insurance that Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.01 Add the following new paragraph immediately after Paragraph GC-2.01.B:

SC-2.01C Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a) City of Bradenton (Owner/Engineer)

SC-2.02.A Amend the first sentence of paragraph 2.02.A of the General Conditions by changing "up to ten" to "five".

SC 2.03.A Amend the third sentence of paragraph 2.03.A of the General Conditions by changing “sixtieth” to “one hundred twentieth”.

Add the following new paragraph immediately after paragraph 2.03.A:

SC-2.03.B Owner may issue Notice to Proceed at the Preconstruction Conference. Contractor shall begin the Work within twenty-four (24) hours of the date given in the Notice to Proceed. If Contractor does not start the Work within ten (10) days after this date, Owner may, at his discretion, terminate Contractor in accordance with paragraph 15.02.

SC-2.05.A Amend the first sentence of paragraph 2.05.A of the General Conditions by changing “Within ten days after the Effective date of the Agreement” to “At the Preconstruction Conference”.

SC-2.06.A Amend the first sentence of paragraph 2.06.A of the General Conditions by changing “Before any Work at the Site is started” to “Within twenty days after the Owner signs the Agreement.”

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Delete paragraph 3.03.B in its entirety and insert the following in its place:

SC-3.03.B Notwithstanding the provisions of paragraph 3.03A, where conflict, error, ambiguity, or discrepancy exists within or between the Contract Documents, the more stringent requirements apply; otherwise the order of precedence (from highest to lowest) of the Contract Documents shall be as follows:

a) Change Orders and Field Orders, with the most recently issued instrument having precedence;
b) Addendums with the most recently issued instrument having precedence;
c) Bidding Requirements;
d) These Supplementary Conditions;
e) The General Conditions;
f) Technical Specifications;
g) Drawings;
h) The provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents);
i) The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

Figure dimensions in Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Add the following to the end of paragraph 4.01.C:

SC-4.01.C Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.

Amend the last sentence in paragraph 4.03.C.3 to read:

SC-4.03.C.3 However, Owner and Engineer shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

SC-4.06.A Delete Paragraph 4.06.A in its entirety and insert the following in its place:

Reports and Drawings: In the preparation of Drawings and Specifications, Engineer or Engineer's consultants relied upon the following reports and drawings relating to Hazardous Environmental Conditions at the site:

None

SC-4.06.H Amend the first paragraph of 4.06.H of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 5 BONDS AND INSURANCE

Delete paragraph 5.01.B in its entirety and insert the following in its place:

SC-5.01.B All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Payment Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a Surety licensed to transact such business in the State of Florida and named on the current list of

"Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular Number 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure of the Contractor to deliver required Bonds in the form prescribed may constitute an event justifying termination for cause pursuant to Paragraph 15.02. The expense for all Bonds shall be Contractor's responsibility.

Insert the following sentence immediately before the last sentence of paragraph 5.02.A:

SC-5.02.A Bonds and insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida.

Add the following new paragraphs immediately after paragraph 5.03.E:

SC-5.03.F Umbrella Liability insurance is preferred, but an Excess Liability equivalent is acceptable. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages, including, but not limited to the coverage Trigger, defense, notice of occurrence/accident/ circumstances, notice of claim and extended reporting period.

SC-5.03.G No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 12.03.

SC-5.03.H Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.

SC-5.03.I Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.

SC-5.03.J Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.

SC-5.03.K The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.

Add the following new paragraphs immediately after paragraph 5.04.B:

SC-5.04.C The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers compensation and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	State		Statutory
b.	Applicable Federal (e.g., Longshoreman's)		Statutory
c.	Employer's Liability	Each Employee	$1,000,000
		Each Accident	$1,000,000
		Disease Policy Limit	$1,000,000
		Disease Each Employee	$1,000,000

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions, which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate (Except Products - Completed Operations)		$1,000,000
b.	Products - Completed Operations Aggregate		$1,000,000
c.	Each Occurrence (Bodily Injury and Property Damage)		$1,000,000
d.	Property Damage liability insurance may be required to include Explosion, Collapse and Underground coverages where applicable.		
e.	Excess or Umbrella Liability	General Aggregate	$2,000,000
		Each Occurrence	$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
Combined Single Limit $1,000,000

4. Additional Insureds include the respective officers, partners, directors,

employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

a) City of Bradenton

SC-5.06.A—Change "Unless otherwise provided in the Supplementary Conditions, Owner" to "Contractor."

SC-5.06.A.1. Add the following after SC-5.06.A.1 as a separate paragraph:

Additional Insureds shall include the following:

a) City of Bradenton

Delete 5.09.A in its entirety and insert the following in its place:

SC-5.09.A If Owner has any objection to the coverage afforded by or other provisions of Bonds or insurance required to be purchased and maintained by Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. Contractor shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

Add the following to the end of paragraph 6.01.A

SC-6.01.A Owner reserves the right to reject any means, methods, techniques, sequences or procedures proposed by Contractor which:

1. will constitute or create a hazard to the Work or to persons or damage to property or existing utilities; or

2. will not produce finished work in accordance with the terms of the Contract Documents.

Owner's failure to exercise his right to reject such means, methods, techniques, sequences or procedures shall not relieve the Contractor of his obligation to accomplish the result intended in the Contract Documents nor shall the exercise of such right to reject create a cause of action for damages.

Add the following new paragraph immediately after paragraph 6.02.B:

SC-6.02.C Engineer shall record time and costs required by Engineer and Engineer's

Consultants to provide services due to Contractor's working beyond regular working hours as defined in the General Requirements. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

Add the following new paragraphs immediately after paragraph 6.05.A.2.d:

SC-6.05.A.2.e Each action mentioned above required for review of proposed substitute items of material or equipment shall be followed in the order given. Failure to do so shall be cause for rejection of the proposed substitution.

SC-6.05.A.2.f Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for evaluation of substitutions. Owner's reimbursement for the charges shall be a deduction from Contractor’s Partial Payment(s).

Add the following to the end of paragraph 6.06.A:

SC-6.06.A Contractor shall not subcontract part(s) of the work, the aggregate cost of which is greater than 50 percent of the contract price, without prior written approval by Owner. Contractor shall cause appropriate provisions to be inserted in each subcontract making the Owner and Engineer a third party beneficiary of such subcontract and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provision of the Contract Documents. Each Subcontractor shall discharge all duties and responsibilities of Contractor to Owner covered by his subcontract.

Insert the following at the beginning of paragraph 6.06.A:

SC-6.06.A Subcontractors and Suppliers, if not required to be or are not disclosed in Contractor’s Bid, shall be disclosed to Owner and Engineer prior to execution of the Agreement.

Add the following to the end of paragraph 6.08:

SC-6.08 Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified.

Add the following to the end of paragraph 6.09.A:

SC-6.09.A Contractor shall also cause all Subcontractors to comply with all Laws and Regulations bearing on the conduct of the Work.

Insert the following at the beginning of paragraph 6.09.B:

SC-6.09.B If Contractor observes that the Contract Documents are at variance with Laws or

Regulations, Contractor shall promptly notify Engineer in writing. Contractor shall not proceed with the Work until so instructed by Owner. Any necessary adjustments to the Contract Price or the Contract Times shall be made as provided in the Contract Documents.

Add the following to the end of paragraph 6.12.A:

SC-6.12.A Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.

Add the following new paragraph immediately after paragraph 6.13.A.3:

SC-6.13.A.4 Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries, claims, or potential claims shall be reported promptly to Owner.

Add the following immediately after paragraph 6.13.C:

SC-6.13.C.1 City of Bradenton Safety Programs

Add the following new paragraph immediately after paragraph 6.17.E.1:

SC-6.17.E.2 Contractor shall reimburse Owner for the charges of Engineer for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).

SC-6.20.A Amend the first paragraph of 6.20.A of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

Add the following new paragraph immediately after paragraph 6.20.C:

SC-6.20.D Neither Contractor nor Owner shall sell, transfer, assign, or otherwise dispose of

the contract or any portion thereof, or of any right, title, or interest therein, or any obligations thereunder, without written consent of the other party.

ARTICLE 8 OWNER'S RESPONSIBILITIES

SC-8.02 Amend paragraph 8.02 of the General Conditions by striking out the following words: “to whom Contractor makes no reasonable objection.”

ARTICLE 9 ENGINEER’S STATUS DURING CONSTRUCTION

SC-9.03 Add the following new paragraphs immediately after 9.03A:

B. The Resident Project Representative is the Engineer’s agent at the site, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding the Resident Project Representative’s actions. The Resident Project Representative’s dealings in matters pertaining to the on-site work shall in general be with the Engineer and the Contractor keeping the Owner advised as necessary. The Resident Project Representative’s dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. The Resident Project Representative shall generally communicate with the Owner with the knowledge of and under the direction of the Engineer.

SC-9.03.B.1 Duties and Responsibilities of the Resident Project Representative

SC-9.03.B.1.a Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the Engineer concerning acceptability.

SC-9.03.B.1.b Conferences and Meetings: Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

SC-9.03.B.1.c Liaison:

i. Serve as Engineer’s liaison with the Contractor, working principally through the Contractor’s superintendent and assist in understanding the intent of the Contract Documents; and assist the Engineer in serving as the Owner’s liaison with the Contractor with the Contractor’s operations affect the Owner’s onsite operations.
ii. Assist in obtaining from the Owner additional details or information, when required for proper execution of the Work.

SC-9.03.B.1.d Shop Drawings and Samples:

i. Record date of receipt of Shop Drawings and samples.
ii. Receive samples which are furnished at the site by the Contractor, and

notify the Engineer of availability of samples for examination.

iii. Advise the Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been reviewed by the Engineer.

SC-9.03B.1.e Review of Work, Rejection of Defective Work, Inspections and Tests:

i. Conduct onsite observations of the Work in progress to assist the Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

ii. Report to the Engineer whenever the Resident Project Representative believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the Engineer of Work that the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or required special testing, inspection, or approval.

iii. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that the Contractor maintains adequate records thereof; and observe, record, and report to the Engineer appropriate details relative to the test procedures and startups.

iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project; record the results of these inspections and report to the Engineer.

SC-9.03.B.1.f Interpretation of Contract Documents: Report to the Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the Engineer.

SC-9.03.B.1.g Modifications: Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with recommendations to the Engineer. Transmit to the Contractor decisions as issued by the Engineer.

SC-9.03.B.1.h Records:

i. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

ii. Keep a diary or log book recording the Contractor's hours on the job site,

weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the Engineer.

iii. Record names, address, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

SC-9.03.B.1.i Reports:

i. Furnish the Engineer with periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedules of Shop Drawing and sample submittals.
ii. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from the Contractor and recommend to the Engineer Change Orders, Work Directive Changes, and Field Orders.
iv. Report immediately to the Engineer and Owner upon the occurrence of any accident.

SC-9.03.B.1.j Payment Requests: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

SC-9.03.B.1.k Certificates, Maintenance, and Operation Manuals: During the course of the Work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the Engineer for review and forwarding to the Owner prior to final payment for the Work.

SC-9.03.B.1.l Completion:

i. Before the Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
ii. Conduct final inspection in the company of the Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
iii. Observe that all items on the final list have been completed or corrected and make recommendations to the Engineer concerning acceptance.

SC-9.03.B.2 Limitations of Authority of the Resident Project Representative:

SC-9.03.B.2.a Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the Engineer.

SC-9.03.B.2.b Shall not exceed limitations of the Engineer's authority as set forth in the Contract Documents.

SC-9.03.B.2.c Shall not undertake any of the responsibilities of the Contractor, subcontractors, or Contractor's superintendent.

SC-9.03.B.2.d Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

SC-9.03.B.2.e Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

SC-9.03.B.2.f Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.

SC-9.03.B.2.g Shall not authorize the Owner to occupy the Project in whole or in part.

SC-9.03.B.2.h Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

Add the following new paragraph immediately after paragraph 9.05.A:

SC-9.05.B Contractor shall reimburse the Owner for the charges of Engineer and Engineer's Consultants for any additional field observations, engineering analysis, correspondence, meetings, or other work due to non-complying or defective construction, materials, or equipment performed or furnished by the Contractor, Subcontractors, or Suppliers. Owner's reimbursement for the charges shall be a deduction from the Contractor's Partial Payment(s).

ARTICLE 10 CHANGES IN THE WORK; CLAIMS

SC-10.05.B Amend the first sentence of paragraph 10.05.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 15 days)".

ARTICLE 11 COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

Add the following to the end of paragraph 11.01.A.5.c:

SC-11.01.A.5.c In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction

Equipment, and other procedures established by Florida Department of Transportation.

SC-11.01.A.5.f Amend the first sentence of paragraph 11.01.A.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D)."

Add the following new paragraphs immediately after paragraph 11.01.A.5.i:

SC-11.01.A.5.j The cost of compliance with current local, state and federal safety regulations.

Delete paragraph 11.03.D in its entirety and insert the following in its place:

SC-11.03.D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the total cost of a particular item of Unit Price Work amounts to 25% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

Add the following new paragraphs immediately after paragraph 11.03.D:

SC-11.03.E If Owner objects to Contractor's quoted adjustment in Unit Price Work set forth in paragraph 11.03.D, Owner may assign such work to its own forces or another contractor.

SC-11.03.F Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 12.

ARTICLE 13 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Add the following to the end of paragraph 13.03.A:

SC-13.03.A Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.

SC-13.03.B Delete paragraph 13.03.B of the General Conditions and add the following in its place:

The Contractor shall obtain and employ an independent testing laboratory to provide the services specified herein and shall include all costs for these services in the contract price. The Contractor shall submit for approval by the Owner and Engineer, the independent testing laboratory, including qualifications.

Contractor shall also submit unit costs for specified tests to be reimbursed by the Testing Allowance. All field work, including labor, equipment, travel, etc., performed by the approved independent testing laboratory is the responsibility of the Contractor and shall be included in the Contract Price. These costs are not included in the allowance.

Copies of all testing agency invoices submitted to the Contractor for payment shall be forwarded with the Contractor's request for partial payment. Invoices shall be submitted routinely throughout the project and shall be pertinent to the partial payment period under consideration. Testing agency invoices in excess of sixty (60) days old shall not be considered for payment. Invoices shall clearly indicate type and amount of tests performed, unit and total cost, and shall indicate if the invoiced testing cost is a result of retests required due to the Contractor's failure to achieve specified requirements. The cost of retesting due to test failure will be borne by the Contractor. Payment to the Contractor for testing shall not be made without the required itemized invoicing.

SC-13.06.A (i) In the second line, change “Engineer” to “Owner (or, prior to Engineer’s recommendation of final payment, Engineer).” (ii) Amend the second sentence of 13.06.A, by changing “(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)” to “(including but not limited to all fees and

charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)."

SC-13.07.B Amend the second sentence of 13.07.B, by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)."

SC-13.08.A Amend the first sentence of 13.08.A, by (i) changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)" and (ii) deleting "(and, prior to Engineer's recommendation of final payment, Engineer)"

SC-13.09.A Amend the first sentence of 13.09.A by (i) in the first line, changing "Engineer" to "Owner (or, prior to Engineer's recommendation of final payment, Engineer)" and (ii) in the second line, by changing "Engineer" to "Owner (or, prior to Engineer's recommendation of final payment, Engineer)."

SC-13.09.C Amend the first sentence of 13.09.C by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

Delete Paragraph 14.02.A.2 in its entirety and insert the following in its place:

SC-14.02.A.2 Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the

contract their pro rata shares of the payment for all work completed and materials furnished.

SC-14.02.B.1 Amend the last sentence of the paragraph by adding the following words: "or direct Engineer to present the Application to Owner with Engineer's recommendation of partial payment."

SC-14.02.B.2 After the word "schedules", add the words "and the Contract Documents"

Add the following new paragraph immediately after paragraph 14.02.B.2.c:

SC-14.02.B.2.d Contractor's other obligations under the Contract Documents have been fulfilled.

Add the following new paragraphs immediately after paragraph 14.02.B.5.d:

SC-14.02.B.5.e claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

SC-14.02.B.5.f Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure satisfaction and discharge of such Liens;

SC-14.02.B.5.g There are other items entitling Owner to a set-off against the amount recommended.

Add the following new paragraph immediately after paragraph 14.02.C.1:

SC-14.02.C.2 If Owner fails to make payment within 30 calendar days after recommendation by Engineer, in addition to other remedies available to Contractor, the interest rate defined in the Agreement shall commence on the first day after said payment is due and continue until the payment is received by Contractor.

Delete paragraph 14.02.D.1 in its entirety.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Add the following text to 15.02.A:

SC-15.02.A.1 After the word "Contractor's", add the words "failure to start the work in accordance with the Notice to Proceed or Contractor's".

SC-15.03.A.1 Delete Paragraph 15.03.A.1 in its entirety and insert the following in its place:

all acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, to be measured by applying the percentage of completion of each item of such Work to the scheduled value of each item as stated in the Schedule of Values, less previous payments made for such item;

SC-15.03.A.2 Delete Paragraph 15.03.A.2 in its entirety.

END OF SECTION

REQUEST FOR INFORMATION (RFI) No. _____

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

TO:_____ DATE: _____

RE: CONTRACT DOCUMENT REFERENCE(S): _____

FROM: _____

DESCRIPTION OF RFI:

☐ INFORMATION ☐ CLARIFICATION ☐ INTERPRETATION

is Requested for the Items Described Below or in the Attached:

RESPONSE REQUESTED BY: _____ _____

DATE *SIGNATURE*

TO:_____ DATE: _____

FROM: _____

RESPONSE TO RFI NO.: _____

Our Response to your Request for ☐ INFORMATION ☐ CLARIFICATION ☐ INTERPRETATION

is Described Below or in the Attached: _____

xc:

ATTACHMENT:_____ _____

SIGNATURE

SECTION 00934

SCHEDULE OF VALUES FORM

PROJECT NAME:_____

REQUEST NUMBER:_____

REQUEST DATE_____

PERIOD TO:_____

ENGINEER'S PROJECT NUMBER:_____

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description of Work	Scheduled Value	From Previous Application (D+E)	This Period	Materials Presently Stored (Not In D Or E)	Total Completed and Stored to Date (D+E+F)	% (G+C)	Balance to Finish (C-G)	Retainage

SECTION 00936

SHOP DRAWING / SUBMITTAL LOG AND CONTROL SHEET

Project: Project No: PAGE OF							Owner: Contractor: Engineer:								Project Manager: Project Manager: Project Manager:			
Contractor Submittal No.	Jones Edmunds Submittal No.	Description	Specification Section	CC / Date	Originals # Copies Received	Originals Date Received	To Reviewer Date	To QA/QC Date	To Const. Manager Date	ACTION					Transmitted to Contractor By and Date	Number of Copies Returned	Transmitted Via	Remarks
										Approved	Not Approved	Return for Correction	Approved As Noted	For Info. Only				
1	1																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
2	2																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
3	3																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
4	4																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
5	5																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
6	6																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	
Resubmittal	Resubmittal																	

SHOP DRAWING/SUBMITTAL CONTROL FORM

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

CONTRACTOR INFORMATION

SUBMITTAL DATE:_____ SUBMITTAL NUMBER:_____ NO. OF COPIES SENT: _____

☐ ORIGINAL SUBMITTAL ☐ RESUBMITTAL ☐ SUPPLEMENT ☐ INFORMATION ONLY

NOTE: If other than original then include: Date of Original_____ Submittal No. of Original _____

A. SPECIFICATION SECTION AND SUB-SECTION NUMBER: _____

B. DESCRIPTION: _____

C. MANUFACTURED BY:_____ INSTALLED BY: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the material and/or equipment meets or exceeds the project specification requirements with:

☐ NO DEVIATIONS ☐ A COMPLETE LIST OF DEVIATIONS AS FOLLOWS[a]

_____

_____

[a] Any deviations not brought to the attention of the Engineer for review and concurrence shall be the responsibility of the Contractor to correct, if required by Engineer.

ENGINEER INFORMATION

NO. OF COPIES RECEIVED_____ NO. OF COPIES RETURNED _____

ACTIVITY	**DATE**	**PERSON**	**COMMENT**
RECEIVED			
RETURNED			

STATUS: ☐ NO EXCEPTIONS NOTED ☐ MAKE CORRECTIONS AS NOTED ☐ SEE ATTACHED COMMENTS

☐ AMEND AND RESUBMIT ☐ REJECTED SEE REMARKS

COMMENTS: _____

_____

_____

SECTION 00938

NOTICE OF NONCOMPLIANCE (NON) No. ___

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

TO:_____ DATE: _____

_____ TIME: _____

_____

NONCOMPLIANCE OBSERVATION:_____

DETAILS OF OBSERVATION: _____

REFERENCE TO CONTRACT DOCUMENTS: _____

Your response to this notice is required by the close of business on the day following the date of issuance.

Receipt of the above notice of noncompliance is hereby acknowledged by:

_____

THIS THE_____ DAY OF_____, 20_____

BY:

TITLE: _____ _____

CONTRACTOR'S REPRESENTATIVE RESIDENT PROJECT REPRESENTATIVE

CERTIFICATE OF GUARANTEE

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

WORK CHANGE DIRECTIVE NO. _____

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE:_____ EFFECTIVE DATE: _____

Contractor is directed to proceed promptly with the following change(s):

ITEM NO. DESCRIPTION
1
2
3

ATTACHMENTS

_____

_____

PURPOSE FOR WORK CHANGE DIRECTIVE:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Non-agreement on pricing of proposed change.

☐ Necessity to expedite Work described herein before agreeing to changes on Contract Price and Contract Time.

☐ Other: _____

ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIME:

Contract Price: $_____(increase/decrease) Contract Time (days):_____(increase/decrease)

_____ _____
ENGINEER SIGNATURE *DATE*

_____ _____
OWNER REPRESENTATIVE SIGNATURE *DATE*

_____ _____
CONTRACTOR REPRESENTATIVE SIGNATURE *DATE*

_____ _____
FUNDING AGENCY SIGNATURE *DATE*
(if applicable)

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

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 Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____ to No._____: $_____	[Increase/Decrease] from previously approved Change Orders No._____ to No._____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] of this Change Order: $_____	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
SUBTOTAL		

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

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: _____

Approved by Funding Agency (if applicable):

_____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

SECTION 00942

CONSTRUCTION FIELD ORDER (CFO) NO. _____

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE:_____ EFFECTIVE DATE: _____

SPECIFICATION SECTION REFERENCE: _____

DRAWINGS / DETAILS REFERENCE: _____

ATTENTION: You are hereby directed to promptly execute this Construction Field Order, issued in accordance with General Conditions Paragraph 9.01A, for minor changes in the Work without changes in Contract Price or Contract Time. If you consider that a change in Contract Price or Contract Time is required, please notify the Engineer immediately and before proceeding with this Work.

DESCRIPTION AND REASON FOR CHANGE

_____

_____

_____

_____

_____

_____

ATTACHMENTS

_____

_____

_____

_____ _____

ENGINEER SIGNATURE *DATE*

Contractor hereby acknowledges receipt of the above Construction Field Order.

_____ _____

CONTRACTOR REPRESENTATIVE SIGNATURE *DATE*

SECTION 00943
CONTRACTOR'S RELEASE OF LIEN

Before me, the undersigned authority, appeared_____, who, being first duly sworn and deposed, says that he is _____ of_____, a corporation authorized to do business under the Laws of the State of_____, which is the Contractor on Project No. _____, under a contract with the City of Bradenton _____, that the said deponent is duly authorized to make this affidavit, that deponent knows of his own knowledge that said contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said contract and work, and that there are no suits pending against the undersigned as Contractor or any one in connection with the Work done and materials furnished or otherwise under said contract.

Deponent further says that the final estimate which has been submitted to simultaneously with the making of this affidavit constitutes all claims and demands against on account of said contract or otherwise, and that acceptance of the sum specified in said final estimate will operate as a full and final release and discharge of from any further claims, demands, or compensation by the Contractor under the above contract.

Deponent further agrees that all guarantees under this contract shall start and be in full force from the date of this release as spelled out in the contract documents.

_____
(Contractor's Officer)

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this day of _____, 20_____, by _____who is _____ Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Seal)
Commission Expires: _____

(Seal)

SECTION 00944
SURETY'S RELEASE FOR FINAL PAYMENT

CONTRACTOR:_____ **CONTRACT:**_____
_____ _____
_____ _____
_____ _____

We, the , having therefore executed a performance bond for the above-named contractor covering the project and section as described above in the sum of _____, ( ), hereby agree that may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right to _____ to make payment of the final estimate to said contractor and/or his assignee, shall in no wise relieve this surety company of its obligations under its bond, as set forth in the specifications, contract, and bond pertaining to the above project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its_____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this day of A.D. 20 .

_____
Surety Company

By:_____
(Power of Attorney must be attached if executed by attorney in fact)

STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____, the _____ of _____, a (state or place of incorporation) corporation, on behalf of the _____. He/she is personally known to me or has produced (type of identification) as identification.

(Signature of person taking acknowledgment)
(Name typed, printed or stamped)
(Title or rank)
(Serial number, if any)
(Seal)

My Commission Expires _____

PROPOSED CONTRACT MODIFICATION (PCM) No. ____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

TO: _____ DATE: _____

_____

_____

_____

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): _____

_____

DESCRIPTION OF MODIFICATION: _____

_____

REASON FOR MODIFICATION: _____

_____

WORK DIRECTIVE:

☐ Proceed with the work immediately.

☐ Do not proceed with the work until a change order is issued.

Your response is requested by _____

xc:

SIGNATURE: _____

DIVISION 1

GENERAL REQUIREMENTS

SECTION 01000
PROJECT REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Work to be done consists of the furnishing of all labor, materials, and equipment and the performance of all Work included in this Contract. The summary of the Work is presented in Section 01100, Summary of Work.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits.

2. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer and in strict accordance with the Contract Documents.

3. The Contractor shall clean up the Work and maintain the Work site, stockpile site and construction trailer site during and after construction, until project final completion and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

4. The cost of incidental work described in these Project Requirements for which there are no specific Contract Items shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

5. The Contractor shall provide and maintain such modern tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the Work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials, and equipment, prior approval of the Engineer notwithstanding.

C. Public Utility Installations and Structures:

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies, or privately owned by individuals, firms, or corporations used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water, or other public or private property which may be impacted by the Work shall be deemed included hereunder.

1. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition, and extent of all such installations and structures as may be encountered and as may affect the construction operations.

2. The Contractor shall protect all public utility installations and structures from damage during the Work. Access across any buried public utility installation or structure shall be made to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor shall be repaired by the Contractor, at his expense. No separate payment shall be made for such protection or repairs to public utility installations or structures.

3. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Drawings to be removed, relocated, replaced, or rebuilt by the Contractor shall be considered as a part of the general cost of doing the Work and shall be included in the prices bid for the various Contract Items. No separate payment shall be made therefor.

4. Where public utility installations of structures owned or controlled by the Owner or other governmental body are encountered during the Work and are not indicated on the Drawings or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement, or rebuilding is necessary to complete the Work under this Contract, such Work shall be accomplished by the utility having jurisdiction, or such Work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having

jurisdiction it will be carried out expeditiously, and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement, or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.

5. At all times in performance of the Work the Contractor shall employ acceptable methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of public utility installations and structures and shall at all times in the performance of the Work avoid unnecessary interference with or interruption of public utility services and cooperate fully with the owners thereof to that end.

6. The Contractor shall give written notice to the Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations at least 48-hours in advance of breaking ground in any area or on any unit of the Work.

7. The maintenance, repair, removal, relocation, or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the owners of such utilities.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, HANDLING, AND STORAGE

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 DRAWINGS AND PROJECT MANUAL

A. Drawings: When obtaining data and information from the Drawings, figures shall be used in preference to scaled dimensions and large-scale drawings in preference to small-scale drawings.

B. Supplementary Drawings:

1. When, in the opinion of the Engineer, 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, the Engineer will prepare drawings known as Supplementary Drawings, with specifications pertaining to such Drawings, and the Contractor will be furnished one complete set of reproducible black line prints (22 inches by 34 inches) and one reproducible copy of the specifications.

2. The Supplementary Drawings shall be binding upon the Contractor with the same force as the Contract Drawings. Where such Supplementary Drawings require either less or more than the estimated quantities of Work, credit to the Owner or compensation therefor to the Contractor shall be subject to the terms of the Agreement.

C. Contractor to Check Drawings and Data:

1. The Contractor shall verify all dimensions, quantities, and details shown on the Drawings, Supplementary Drawings, Schedules, Specifications, or other data received from the Engineer, and shall notify the Engineer of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting therefrom, nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer should such errors or omissions be discovered.

2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility or the making of estimates of the size, kind, and quality of materials and equipment included in Work to be done under the Contract.

D. Specifications: The Technical Specifications each consist of three parts: General, Products, and Execution. The General part of a Specification contains General Requirements that govern the Work. The Products and Execution parts modify and supplement the General Requirements by detailed requirements for the Work and shall always govern whenever there appears to be a conflict.

E. Intent:

1. All Work called for in the Specifications applicable to this Contract, but not shown on the Drawings in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Drawings or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used. The interpretation of these Specifications shall be made upon that basis.

1.11 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request and at the Engineer's option that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

2. Any two or more pieces of material or equipment of the same kind, type, or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work so as to complete the Work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in or impediment of the progress of the work of any related Contractor.

C. Tools and Accessories:

1. Spare parts shall be furnished as specified herein and as recommended by the manufacturer.

D. Service of Manufacturer's Engineer:

1. The Contract Prices for equipment shall include the cost of furnishing a competent and experienced engineer or superintendent who shall represent the manufacturer and shall help the Contractor, when required, install, adjust, test, and place in operation the equipment in conformity with the Contract Documents.
2. After the equipment is placed in permanent operation by the Owner, the engineer or superintendent shall make all adjustments and tests required by the Engineer to prove that the equipment is in proper and satisfactory operating condition and shall instruct such personnel as may be designated by the Owner in the proper operation and maintenance of such equipment.

1.12 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests, and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Three copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Engineer as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, the Engineer ascertains that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the Work and replace it with acceptable material without cost to the Owner.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes of the ANSI,

ASME, or the IEEE, except as may otherwise be stated herein.

4. The Contractor shall be fully responsible for the proper operation of equipment during testing and instruction periods and shall neither have nor make any claim for damage which may occur to equipment before the time when the Owner formally takes over the operation thereof.

B. Costs:

1. The Contractor shall be responsible for payment of all testing of materials and equipment. The costs associated with this testing shall be incorporated into the unit prices as provided in Section 00410 within the Basis for Bid.

2. The Contractor shall provide all inspection and testing of materials furnished under this Contract, unless otherwise expressly specified.

3. The Contractor shall bear the cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents, and such costs shall be deemed to be included in the Contract Price.

4. The Owner may test materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment that are rejected for non-compliance.

C. Certificate of Manufacture:

1. The Contractor shall furnish the Engineer with authoritative evidence in the form of a certificate of manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Shop Tests:

1. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the maker in a manner which shall

conclusively prove that its characteristics comply fully with the requirements of the Contract Documents.

2. Two copies of the manufacturer's actual test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company and/or independent laboratory, shall be submitted to the Engineer for approval.
3. The Contractor shall bear the cost of shop tests and of furnishing manufacturer's preliminary and shop test data of operating equipment.

E. Start-up Tests:

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, before demonstration tests, make all changes, adjustments, and replacements required. The furnishing contractor shall assist in the start-up tests as applicable.

F. Demonstration Tests:

1. Before the Contractor's request for a Substantial Completion inspection, all equipment and piping installed under this Contract shall be subjected to demonstration tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all demonstration tests at no additional cost to the Owner. The Contractor shall assist in the demonstration tests as applicable.

1.13 LINES AND GRADES

A. Grade:

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The Engineer will establish benchmarks and baseline controlling points.

Reference marks for lines and grades as the Work progresses will be located by the Contractor to cause as little inconvenience to the prosecution of the Work as possible. The Contractor shall place excavation and other materials so as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions he places contrary to this provision.

B. Surveys:

1. At his own expense, the Contractor shall furnish and maintain stakes and other such materials.

2. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies.

3. At his own expense, the Contractor shall establish all working or construction lines and grades as required from the reference marks set by the Engineer and shall be solely responsible for the accuracy of these lines and grades. He shall, however, be subject to check and review by the Engineer.

C. Safeguarding Marks:

1. The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the Work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes, and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments, and marks adjacent to but not related to the Work and shall bear the cost of re-establishing them if they are disturbed or destroyed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01100
SUMMARY OF WORK

PART 1 GENERAL

1.1 SCOPE OF WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

A. The Project title is:

City of Bradenton NW Ward 5 Water Main Improvements
City of Bradenton Project No. 40859000-563000-23502
Bradenton, Florida

The Work is generally described as construction of approximately 3900 linear feet of 8-inch PVC water main by open cut method, including valves, fittings, fire hydrants, new water services to existing meters, trench asphalt pavement removal and replacement, abandonment of existing water mains, disinfection, testing, and other appurtenances and materials required for a complete and operable system as accepted by the Owner. Approximately 2300 linear feet of sidewalk rehabilitation, generally remove and replace, and associated curbing is also included in the work. All work shall be in accordance with the construction drawings, specifications, and contract documents.

B. The Specification divisions and Drawings are an integrated part of the Contract Documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawing sheets. The Drawings and Specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to herein shall be the latest revision of any such document in effect at the bid time. The following documents are a

part of this Section. Where this Specification section differs from these documents, the requirements of this Section shall apply.

A. American Association of State Highway and Transportation A. Officials (AASHTO) Formerly (AASHO)
B. American Concrete Institute (ACI)
C. American Institute of Steel Construction (AISC)
D. American Iron and Steel Institute (AISI)
E. American National Standards Institute (ANSI)
F. American Standards Association (ASA)
G. American Society of Mechanical Engineers (ASME)
H. American Society of Testing and Material (ASTM)
I. American Water Works Association (AWWA)
J. American Welding Society (AWS)
K. Anti-Friction Bearing Manufacturer's Association (AFBMA)
L. Building Officials and Code Administrators International, Inc. (BOCA)
M. Construction Specifications Institute (CSI)
N. Federal Specification (FS)
O. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, Latest English Edition (Standard Specifications)
P. FDOT Roadway and Traffic Design Standards Latest English Edition (FDOT Index)
Q. Geosynthetics Institute (GSI)
R. National Bureau of Standards (NBS)
S. National Electrical Manufacturer's Association (NEMA)
T. National Fire Protection Association (NFPA)
U. Portland Cement Association (PCA)
V. Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)
W. Steel Structures Painting Council (SSPC)
X. Southern Standard Building Code (SSBC)
Y. Underwriters' Laboratories, Inc. (UL)
Z. United States of America Standards Institute (USASI)
AA. Regulations of Florida Industrial Commission Regarding Safety
BB. All local, state, county, or municipal building codes requirements of the Owner's Insurance

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specifications Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The contractor shall adhere to the requirements specified in section 01650,

Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 GENERAL REQUIREMENTS

A. Unless otherwise specified on the Construction Drawings or Specifications, all work and the quality of materials shall conform to the referenced sections of the current version(s) of the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction", "Supplemental Specifications," and "Roadway and Traffic Design Standards." Contractor shall retain on the job site copies of these FDOT documents. Basis of payment shall conform to Section 01200, Measurement and Payment.

1.11 WORKING HOURS

A. Workdays shall consist of ten (10) hours maximum, between 6:00 am and 6:00 pm, Monday through Friday. Construction and installation work shall be limited to eight (8) hours maximum, between 7:00 am and 5:00 pm. The remaining two (2) hours may be worked at the Contractor's discretion in staging areas only or for site clean-up.

B. If the Contractor deems it necessary to work on Saturdays, Sundays, holidays, or beyond daylight hours to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner to do so. If, in the opinion of the Owner, the need is bona fide, the Owner will authorize the Contractor to work such hours as may be necessary. City staff will be on site for the hours worked if performed outside a normal workday. The Contractor is responsible for reimbursing the City for the payroll expense at a rate of $50.00 per hour.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section covers methods of measurement and payment for items of work under this Contract.

B. The total Contract Price shall cover all work required by the Contract Documents. All cost in connection with the proper and successful completion of the work, including furnishing all materials, equipment, and tools and performing all necessary labor and supervision to fully complete the work, shall be included in the unit price and lump-sum Bid prices. All work not specifically set forth as a pay item in the Bid Form or Bid Schedule shall be considered a subsidiary/ancillary obligation of the Contractor and all costs in connection with these subsidiary/ancillary obligations shall be included in the Bid(s) to provide a complete and functional Project.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 EXCAVATION, TRENCHING, AND CLEARING

A. Except where otherwise specified, the unit price or lump-sum price bid for each item of work which involves excavation, trenching, clearing, grubbing, or disposal of cleared and grubbed materials shall include all costs for such work. No direct payment shall be made for clearing, grubbing, disposal of cleared or grubbed materials, excavation, trenching, disposal of surplus excavated material, handling water (and groundwater), and purchasing and hauling of required fill material. All excavation and trenching shall be unclassified as to materials which may be encountered; in addition, trenches shall be unclassified as to depth, unless otherwise stated.

1.11 LUMP SUM

A. For lump-sum items, payments shall be made to the Contractor in accordance with an accepted Progress Schedule of Values on the basis of actual work completed and accepted by the Owner at the final completion of the Project.

1.12 UNIT PRICE

A. For unit price items, payment shall be made based on the actual amount of work accepted by the Owner and for the actual amount of materials in place at the final completion of the Project, as confirmed by the final measurements.

B. After the work is completed and before final payment is made, the Engineer will make final measurements, with all required assistance from the Contractor, to determine the quantities of various items of work accepted as the basis for the final unit price payment.

1.13 CASH ALLOWANCE

A. For cash allowance items, payment shall be made based on invoices for approved work that are submitted by the Contractor for payment in each monthly estimate. No Contractor markup shall be allowed for cash allowance Bid items.

1.14 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

A. When alterations in the quantities of unit price work not requiring a Change Order(s), as herein provided for, are ordered and performed, the Contractor

shall accept payment in full at the Contract unit price multiplied by the actual quantities of work constructed and accepted by the Owner at the completion of the project.

B. The actual percentage of each lump sum bid item completed by the Contractor and accepted by the Owner at the final completion of the Project will be paid to the Contractor.

1.15 DELETED ITEMS

A. Should any items contained in the Bid Schedule(s) be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the Contract. This action shall in no way invalidate the Contract and no financial allowance or compensating payment for anticipated profit, overhead, etc. will be made for items so eliminated in making final payment to the Contractor.

1.16 PARTIAL PAYMENTS

A. Partial payments shall be made monthly as the work progresses. Partial payment shall be made subject to the provisions of the General and Supplementary Conditions.

B. Contractor shall send Applications for Payment to the Engineer and the Owner along with all required supporting documentation with each Application for Payment.

1.17 PAYMENT FOR STORED MATERIAL DELIVERED TO THE PROJECT

A. When requested by the Contractor and at the discretion of the Owner, payment may be made for all or part of the value of acceptable materials and equipment to be incorporated into bid items, which have not been used, and which have been delivered to the construction site or placed in storage places acceptable to the Owner. The Contractor shall provide receipts for all stored material items requested for reimbursement which clearly identify the stored material item, where it is to be constructed, the unit cost of the item, as well as the total cost of the delivered item(s), the quantity of the item, the brand name of the item, and the supplier. Note that there are additional documentation requirements and storage requirements within the Contract Documents that must also be met before the Contractor can be reimbursed for these stored materials.

B. No payment shall be made for fuels, supplies, installation or connection hardware, lumber, false work, or other similar materials or on temporary structures or other work (items) of any kind which are not a permanent part of the Contract. Items having a value of less than $2,500 shall not be compensated for as a stored material item.

1.18 FINAL PAYMENT

A. If requested by the Engineer, the Contractor shall field verify all quantities in dispute by using visual observation, taped measurements, or other methods designated by the Engineer. The field verification shall be made in the presence of the Engineer and agreed to by both the Engineer and the Contractor. The Engineer will prepare a final adjusting Change Order which will adjust the final quantities of the project Bid Schedule to reflect the actual work accepted by the Owner and for which the Contractor will be compensated.

1.19 SCHEDULE OF VALUES

A. A schedule of values for the lump-sum bid items and some of the unit price bid items as required by the Engineer shall be submitted and accepted before the first pay request is approved by the Engineer. The schedule of values shall be based on the prices bid in the Bid Schedule(s). Prices bid in the Bid Schedule(s) cannot be changed in the schedule of values; they can only be broken down into more detail so that the Engineer can more accurately review and approve the Contractor's pay application for the completed work.

B. Mobilization/demobilization shall not exceed 8% of the Bid. Initial mobilization shall not exceed 40% on the first Contractor's Application for Payment, and 20% shall be retained until Final Payment.

C. Maintenance of Traffic shall not exceed 5% of the Bid. Maintenance of Traffic shall be paid in conformance with Section 00520 as contained herein.

1.20 MISCELLANEOUS CONSTRUCTION ITEMS

A. The Contractor shall take all precautions necessary to protect existing utilities, roads, and miscellaneous items from damage during construction.

B. The Contractor shall repair, relocate, or replace existing utilities, roadways, and miscellaneous items to pre-construction conditions.

C. All repairs, relocations, and replacements necessary are considered incidental

to the work and will be at the Contractor's cost, with no cost to the Owner.

D. The unit-price bid items and lump-sum bid items for all pipe items shall constitute full compensation for furnishing, laying, jointing, and testing of pipe; dewatering; excavation and backfill; and cleanup. All pipe lines, including but not limited to sewer lines, concentrate disposal lines, water lines, force mains and gravity sewer lines, which are to be paid for per linear foot in the Bid Schedule, will be measured for payment only on a horizontal plane after installation, unless otherwise noted.

E. Isolation valves bid items shall be paid at 80% for the completed installation of the valve; the remaining 20% shall be paid upon completed installation of the 24" x 24" valve pad, tracer wire port and brass identification tag.

F. Service line bid items shall be paid at 80% for the completed installation of the "whip"; the remaining 20% shall be paid upon passing bacteriological testing and connection to the existing meter.

G. The Contractor shall have the Engineer observe and document the installation of each underground fitting on the project. If the installation of any fitting is not confirmed and documented by the Engineer, it shall not be paid for by the Owner.

PART 2 PAY ITEM DESCRIPTIONS

The descriptions provided in the following Paragraphs are to be used by the Bidder in preparing the Bid Schedule(s). They generally indicate how the major work scope items and their respective costs are to be separated into the line items listed in the Bid Schedule(s). These descriptions are not fully representative or all-inclusive of the work required to complete the project in accordance with the Contract Documents. It is the Bidder's responsibility to include all required costs within the most appropriate line item(s).

LUMP SUM SCHEDULE

Item 1a. Mobilization/Demobilization —This item shall include and cover the costs for performing construction, preparatory, and overhead operations, including but not limited to movement of personnel and equipment to and from the site, sanitary facilities, project administration and management, insurance, bonds, Owner and Engineer indemnification, temporary utilities, project signs, permits related to construction, and all other similar activities and facilities necessary for executing this project. This item shall not exceed 8% of the Total Bid. The Contractor shall be paid 40% of this item upon completion of mobilization,

3% per month for general conditions up until 80% of the total is reached, with the remaining 20% paid upon demobilization.

Item 1b. Maintenance of Traffic—The Contractor shall furnish all labor, signage, barricades, and other equipment necessary to provide traffic control in accordance with FDOT Standard Index 600 Series for all phases of work and prepare and implement Maintenance of Traffic (MOT) plans in accordance with City of Bradenton requirements and all other MOT plans as may be required by local, county, or state agencies. The MOT plan shall be submitted to the City of Bradenton for review and approval. This item shall not exceed 3% of the Total Bid. The Contractor shall be paid 50% upon initial delivery and set-up of the materials, and the remaining 50% shall be pro-rated equally over the construction duration.

Item 1c. Record Drawings—Payment of the lump-sum bid in the Bid Form shall be full compensation for furnishing all labor, materials, equipment, transportation, tools, surveying, and incidentals required to complete and provide Record Drawings in accordance with the Contract Documents (Sections 01330 and 01785) including updating electronic versions of the Drawings in AutoCAD 2013, identifying items that were revised during the project or addenda, having all Drawings signed and sealed by a Florida-registered professional land surveyor, and providing signed-and-sealed copies of the Record Drawings. Once the Record Drawings have been reviewed and determined to be complete according to the Specifications requirements, the entire lump-sum price will be paid to the Contractor.

Item 1d. Environmental Protection—This item shall include but is not be limited to all costs for providing a comprehensive environmental protection program for the project site and other areas that may be affected by the construction. This includes providing labor and materials necessary to prevent environmental damage to the ground, water, and air in conformance with all local, state, and federal laws. Examples include control of stormwater, erodible soils, noise, dust, pollutants, trash, waste, pumping discharge, and any other substance or activity that may adversely impact the environment. The Contractor shall be paid 40% upon delivery and setup of the material, and the remainder will be prorated equally over the construction period. This item shall not exceed 1% of the total bid price. In case of a mathematical error on the Bidder's part in calculating the environmental protection that exceeds the stated percentage, the item shall be adjusted to equate to 1%.

UNIT PRICE SCHEDULE

Item 2. Furnish and Install PVC Water Main (Open Cut)

- Measurement shall be based on the laying length of PVC water main pipe of the size indicated in linear feet actually placed and accepted, as measured along the centerline of the completed pipe, within the project area indicated.
- Payment shall be made at the applicable Contract unit price for the PVC water main

installed and shall include full compensation for all site work, cast iron water main incidental pipe removal and disposal, and pipe abandonment including exploratory work and valve box removal, concrete curb removal and replacement, earthwork, sodding, trench safety provision, dewatering, erosion control provisions, jointing, joint restraint, pipe deflection under/over existing utilities as required, including all required backfill, compaction, marking tape, tracer wire, pressure testing, disinfection, bacteriological sampling and testing, and all labor, equipment and materials required for installation, complete and ready for service. Exploratory work to evaluate interconnections and abandonments with existing systems for connection is incidental to the primary work. The Contractor shall be paid 90% of the Contract unit price for work under this item until such time as testing and abandonment of existing lines is complete. The remaining 10% shall be paid after the testing and abandonment of existing lines is accepted by the City.

Item 3. Furnish and Install Tapping Sleeve with Tapping Valve and Valve Box

- Measurement shall be the actual number of tapping sleeves with tapping valves of the size indicated and valve boxes installed and accepted by the Engineer.
- Payment for tapping sleeves with tapping valves and valve boxes shall be made at the Contract unit price for each tapping sleeve with the tapping valve and valve box constructed. Price and payment shall be full compensation for all milling, excavation, dewatering and sheeting, concrete, valve boxes, locating wire, backfill, temporary roadway stabilization, jointing, testing, and all other work required or specified for their satisfactory installation. The Contractor shall be paid 80% of the Contract unit price for work under this item until such time as the concrete collars are installed. The remaining 20% shall be paid after concrete collars are completed and accepted, following street milling and paving by others.

Item 4. Furnish and Install Gate Valve and Valve Box

- Measurement shall be the actual number of gate valves of the size indicated and cast iron valve boxes installed and accepted by the Engineer.
- Payment shall be made at the applicable Contract unit price for each gate valve installed and shall include valve, valve restraint, valve bedding and support, concrete collars, valve keys, tie rods, valve stem extensions, tracing wire, flushing, connections, excavation, backfill, compaction, sodding, restoration, disinfection, testing, and all associated appurtenances. The Contractor shall be paid 80% of the Contract unit price for work under this item until such time as the concrete collars are installed. The remaining 20% shall be paid after concrete collars are completed and accepted, following street milling and paving by others.

Item 5. Furnish and Install Line Stops

- Measurement shall be the actual number of line stops of the size and manufacturer indicated installed and accepted by the Engineer.
- Payment for temporary line stops shall be made at the Contract unit price for each

temporary line stop constructed. Price and payment shall be full compensation for all milling, excavation, dewatering and sheeting, backfill, restraints, restoration, jointing, testing, and all other work required or specified for satisfactory installation.

Item 6. Furnish and Install Ductile Iron Pipe Fittings for Water Main

- Measurement for all ductile iron fittings shall be the number of each type and size of fitting installed and accepted by the Engineer.
- Payment shall be made at the applicable Contract unit price for each fitting by size and type installed and shall include full compensation for excavation, backfill, dewatering, testing, disinfection, glands, gaskets, polywrap, and restraint systems as specified.

Item 7a. Furnish and Install Fire Hydrant Assembly

- Measurement shall be the actual number of fire hydrant assemblies installed and accepted by the Engineer.
- Payment shall be made at the applicable Contract unit price and shall include full compensation for removing the existing fire hydrant, transporting it to the Owner's designated storage area, and installing a new fire hydrant, including excavation, backfill, dewatering, testing, disinfection, glands, tee, isolation valve, concrete apron, interconnection piping and fittings, restraint systems, appurtenances, and brush painting required for a complete assembly.

Item 7b. Furnish and Install Bacteriological Sample Point Assembly

- Measurement shall be the actual number of bacteriological sample point assemblies installed and approved by the Engineer.
- Payment shall be made at the Contract unit price and shall include full compensation for the pipe saddle, corporation stop, piping, stakes, supports, and hose bib complete and operable. Payment shall also include the compensation for removing the sample point assembly from the corporation stop to the hose bib and plugging the corporation stop after approval from the Owner.

Items 7c. Furnish and Install Water Service to Existing Water Meters

- Measurement shall be the actual length service connections and lines constructed and approved by the Engineer.
- Payment shall be made at the applicable Contract unit price for the water service connections to existing meters installed. Payment shall include full compensation for service pipe, tapping saddle, corporation stop, fittings, curb stops, open cut of existing roadway, trenching, resetting meter boxes, backfill, concrete curb/sidewalk removal and replacement, disinfection, sodding disturbed areas, complete and ready for service. The Contractor shall be paid 80% of the Contract unit price for work under this item until such time testing has cleared and the connection to the new water system is completed. The remaining 20% shall be paid after the testing has cleared

and the connection to the new water system is completed.

Item 8a. Remove Asphaltic Concrete Pavement and Replace Asphaltic Concrete Millings

- Measurement shall be the actual number of square yards of asphaltic concrete pavement replaced within the payment limits of the trench for water main replacement and storm drain installation as specified in the Technical Specifications and Contract Drawings, as directed by the Engineer, and up to the maximum pavement replacement limit tables shown on the Drawings.
- Payment shall be made at the Contract unit price bid per square yard of asphaltic concrete removal and replacement and shall include full compensation for all equipment and materials, constructing stabilized subgrade and compacted crushed concrete base to City of Bradenton Standards. Milling must be maintained and compacted as per the Technical Specifications.

Item 8b. Remove and Replace Unsuitable Materials

- Measurement shall be the actual number of cubic yards of unsuitable materials removed from excavations and replaced with suitable materials in place and compacted.
- Payment shall be made at the Contract unit price per cubic yard of unsuitable material removal and replacement and shall include all compensation for all labor, equipment, and materials for excavation, transportation, disposal, backfilling, compaction, and all other work necessary to remove and replace unsuitable materials.

Items 8c and 8d. Concrete Removal

- Measurement shall be the actual number of square yards of concrete sidewalk, driveway apron, and linear feet of curbing removed and properly disposed of up to the payment limits as shown on the Drawings. Curbing integral with the sidewalk shall be included in the total square yardage of sidewalk removed.
- Payment shall be made at the Contract unit price per square yard of concrete sidewalk and driveway apron or linear feet of curbing removed and properly disposed of and shall include full compensation for all labor, equipment, transportation, and disposal.

Items 8e, 8f, and 8g Concrete Placement, Sidewalk, Driveway Apron, Other

- Measurement shall be the actual number of square yards of concrete sidewalk, driveway apron, concrete pad or 12” or less retaining wall installed within the payment limits as shown on the Drawings.
- Payment shall be made at the Contract unit price per square yard of concrete sidewalk panel installed and shall include full compensation for all equipment and materials including preparing stabilized subgrade, mesh reinforcing, concrete and concrete placement, tooled joints, expansion joints, backfilling, grading and sodding disturbed areas adjacent to the work. Area adjacent to the work is define as the space

between the sidewalk and the curb as well as the two feet behind the sidewalk for as smooth transition.

Items 8h, 8i, 8j, and 8k Concrete Placement, Curbing

- Measurement shall be the actual number of linear feet of concrete curbing installed if not adjacent to sidewalk restoration within the payment limits as shown on the Drawings.
- Payment shall be made at the Contract unit price per linear foot of curbing installed and shall include full compensation for all equipment and materials including preparing stabilized subgrade, concrete and concrete placement, tooled joints, expansion joints, backfilling, grading and sodding disturbed areas adjacent to the curbing. Curbing shall be constructed as noted in the Drawing detail.

Item 8l. Detectable Warning Mat

- Measurement shall be the actual number of detectable warning mats (yellow) installed and accepted by the Engineer.
- Payment shall be made at the applicable Contract unit price and shall include full compensation for appropriate placement and attachment to the sidewalk ramp per ADA and FDOT requirements.

Item 8m. Sod

- Measurement shall be the quantity in square yards based on the area shown in the Plans, completed and accepted by the Owner.
- Payments shall be full compensation for all work and materials including all labor, surface preparation, materials and incidentals necessary to complete the work. Sod type shall match what is existing on the adjacent properties.

Item 9. Quality Control Testing— **CASH ALLOWANCE SCHEDULE**

The Contractor shall employ and the Engineer shall approve the services of an independent testing laboratory to perform testing on soils, concrete, bacteriological testing and other related tests required by the Engineer for quality control during construction. The Contractor shall establish a Bid item account in the amount established in the Bid Form from which payments for these approved tests shall be made. The Contractor shall order the tests as required by the Engineer, and the invoices shall be submitted by the Contractor for payment. The Contractor shall be reimbursed for the approved payments in each appropriate monthly estimate. No Contractor markup shall be allowed for this Bid item. Tests not meeting the requirements shall be repeated at the Contractor's expense until satisfactory results are obtained. Costs for laboratory waiting time shall not be allowed. If the actual costs in this Bid item account be more or less than the specified allowance, the Bid item amount shall be adjusted in the final payment for the actual approved costs for testing.

Item 10a. Single Post Sign

- Measurement shall be the actual number of new signs provide and installed by the contractor and accepted by the Engineer.
- Payments shall be for all work and materials specified in the contract unit price per assembly for ground mounted signs (single post and multi-post), furnished and installed, will include furnishing the sign panels, support structure, foundation, hardware, and labor necessary for a complete and accepted installation. For single sign assemblies, an assembly consists of all the signs mounted on a single structure.

Item 10b and c. Thermoplastic Striping

- Measurement shall be the actual net length, in feet, of lines and stripes, accepted and acceptably installed**.**
- Payments shall be for all work and materials including all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

END OF SECTION

SECTION 01290
SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SCOPE OF WORK (NOT USED)

1.2 RELATED WORK

A. Section 00520 Agreement, for information on Application for Payment.
B. Section 00700, Standard General Conditions of the Construction Contract.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. To the Engineer, a proposed Schedule of Values allocated to the various portions of the Work, in accordance with Section 01000, Project Requirements, and Section 01200, Measurement and Payment.

B. Upon request of the Engineer, supporting data that will substantiate the values' correctness.

C. The accepted Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

D. An update and resubmittal of the Schedule of Values when Change Orders affect the listing or when the actual performance of the Work involves necessary changes of substance to values previously listed and approved.

E. Schedule of Values

1. Submit typed schedule on EJCDC 1910-8-E forms provided by Engineer. The Contractor's standard form or electronic media printout will be considered.

2. Submit Schedule of Values in duplicate within 10 days after the date of Owner-Contractor Agreement.

3. Format – Use the schedule of prices in the Bid Proposal. Show cost breakdown for each lump-sum item. The lump-sum breakdown shall, at a minimum, use the Table of Contents of this manual outline. Identify each line item with number and title of the major Specification Section.

Identify site mobilization and demobilization, bonds and insurance, record drawings, photographs, operations and maintenance manuals, etc.

4. For unit cost allowances, identify quantities taken from the Contract Documents multiplied by the unit cost to achieve the total for the item.

5. Include within each line item a direct proportional amount of the Contractor's overhead and profit.

6. Revise schedule to list approved Change Orders with each Application for Payment.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specifications Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 CASH ALLOWANCES

A. Costs Included in Allowances – The cost of the product to the Contractor or subcontractor, less applicable trade discounts and applicable taxes.

B. Costs Not Included in the Allowance, But Included in the Contract Price – Product handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage and labor for installation and finishing.

C. Contractor Responsibilities:

1. Execute purchase agreement with designated supplier.
2. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.

3. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

D. Differences between allowance amounts and actual costs will be adjusted by Change Order before final payment.

E. Cash Allowances Schedule.

1. Bacteriological testing
2. Soils testing.
3. Asphalt testing
4. Concrete testing.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01300
CONTRACT ADMINISTRATION

PART 1 GENERAL

1.1 SCOPE OF WORK (NOT USED)

1.2 RELATED WORK

A. Section 01330, Submittals and Acceptance.

1.3 SUBMITTALS

A. The Contractor shall furnish the Engineer with revised progress schedules with each Application for Payment.

B. The Contractor shall furnish the Engineer with required photographs to accompany each Application for Payment.

C. The Contractor shall furnish the Engineer with a copy of the job site “red lines” to indicate progress and accompany each Application for Payment as support documentation.

D. The Contractor shall furnish the Engineer with two copies of the Application for Payment.

E. At Contract closeout, the Contractor shall transmit Record Documents and samples with cover letter to the Engineer listing the following:

1. Date.
2. Project title and number.
3. Contractor's name, address, and telephone number.
4. Number and title of each Record Document.
5. Signature of Contractor or authorized representative.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specifications Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 FORMAT

A. The Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Engineer. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper. Schedules shall be printed using a size 10 font as a minimum.

1.11 SCHEDULE CONTENT

A. The Contractor shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide sub-schedules to define critical portions of the entire schedule. Schedules shall also show accumulated percentage of completion of each item and total percentage of work completed as of the first day of each month.

1.12 REVISIONS TO SCHEDULES

A. The Contractor shall indicate the progress of each activity to the date of submittal and the projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. The Contractor shall also provide a narrative report to define problem areas, anticipated delays, and impact on schedule. The Contractor shall also report corrective action taken or proposed and its effect, including the effect of schedule changes on other contractors.

1.13 PROGRESS MEETINGS

A. The Owner/Engineer will organize and conduct progress meeting at least once a

month to discuss the progress of the Work. The Contractor and any subcontractors the Contractor deems necessary shall attend these meetings. At the Engineer's discretion, the frequency of the meetings may be increased if the progress of the Work is not satisfactory or if coordination problems should arise.

B. The contractor shall present the following hard copy materials at each progress meeting:
   1. Revised Schedule
   2. Release of Liens
   3. Photos
   4. Red line drawings of completed work to date
   5. Field Notes

1.14 RECORD DOCUMENTS

A. The Contractor shall adhere to the requirements specified in Section 01785, Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01310
CONSTRUCTION COORDINATION

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall coordinate Work with that of other construction projects as needed.

1. The Owner intends to perform complete milling and overlaying of the pavement on each roadway that is encompassed within the project covered by these specifications. This paving will be accomplished by the Owner's paving contractor.
2. The Contractor for the water main installation work shall be required to coordinate with the Owner and paving contractor to schedule the installation of concrete valve pads following completion of the final paving overlay on each side of the road.
3. The Contractor is responsible for all signing and temporary and permanent striping as detailed in Section 02513 Pavement Marking and Signing.

B. Before starting Work and from time to time as the Work progresses, the Contractor and each subcontractor shall examine the work and materials installed by others as it applies to its own work and shall notify the Engineer immediately in writing if any conditions exist which will prevent satisfactory results in the installation of the system. Should the Contractor or subcontractor start work without such notification, it shall be construed as an acceptance of all claims or questions as to the suitability of the work of others to receive its Work. The Contractor shall remove and/or replace, at its own expense, all work under this Contract which may have to be removed on account of such defects or omissions.

1.2 RELATED WORK

A. Section 01000, Project Requirements.
B. Section 01300, Contract Administration.
C. Section 01770, Project Closeout.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. The Contractor shall ensure that all drawing, product data, and samples comply

with Contract Documents and field dimensions and clearances.

B. The Contractor shall submit requests for interpretation of Contract Documents in a timely fashion to ensure there are no disruptions with the Work as scheduled. Obtain instructions through the Engineer to resolve all queries.

C. Process requests for substitutions and Change Orders through the Engineer.

D. Deliver close-out submittals to the Engineer.

1.4 WORK SEQUENCE

A. The Contractor shall submit a preliminary Progress Schedule, in accordance with Section 01300, Construction Administration, to the Engineer. After review the Contractor shall revise and resubmit the Progress Schedule to comply with requested revisions.

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 CONSTRUCTION MOBILIZATION

The Contractor shall do the following:

A. Cooperate with the Owner in allocating mobilization areas on site for field offices and sheds, access, traffic, and parking facilities. During construction, the Contractor shall coordinate the use of the site and facilities through the Engineer.

B. Comply with the Engineer's procedures for intra-project communications: submittals, reports and records, schedules, coordination drawings, recommendations, and resolution of ambiguities/conflicts.

C. Comply with the Engineer's instructions for use of temporary utilities and construction facilities.

D. Coordinate field engineering and layout work under instructions of the Engineer.

E. Coordinate scheduling, submittals, and work of the various Sections of Contract Documents to ensure the efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

F. Coordinate the sequence of Work to accommodate the Owner occupancy as specified in the Contract Documents.

G. In addition to Progress Meetings specified in Section 01300, Contract Administration, hold pre-construction conferences with personnel and Subcontractors to ensure coordination of Work. The Engineer shall be informed of such meetings and shall be allowed to attend.

H. Coordinate the Work of various sections having interdependent responsibilities for installing equipment, connecting equipment, and placing such equipment in service.

I. Coordinate the use of project space and the sequence of installing civil, architectural, mechanical, structural, instrumentation, systems, and electrical work. Follow practicable routings for pipes, ducts, and conduits, with due allowance for available physical space; make runs parallel with lines of building. Use space efficiently to maximize accessibility for other installations, maintenance, and repairs.

J. Coordinate Work at existing facilities to minimize disruption of the Owner's operations.

K. Assemble and coordinate close-out submittals specified in Section 01770, Project Closeout.

1.11 COORDINATION DRAWINGS

A. The Contractor shall provide information required by the Engineer for preparing coordination drawings.

B. The Contractor shall review drawings before submitting them to the Engineer.

1.12 CLOSE-OUT PROCEDURES

The Contractor shall do the following:

A. Notify the Owner when Work is considered ready for Substantial Completion.

B. Comply with the Owner's instructions to correct items of Work listed in executed Certificates of Substantial Completion.

C. Notify the Owner when Work has reached Final Completion.

D. Comply with the Owner's instructions for completing items of Work found incomplete in the Engineer's final inspection.

E. Comply with Section 01770, Project Closeout.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

A. All vehicles on the property or easement must be operative.

B. All personnel on the property or the easement are to be informed of line voltage and necessary changes.

3.2 UTILITIES

A. The Contractor shall coordinate the activities of all utility companies with equipment in the construction area with the Contractor’s and Subcontractor’s Work.

3.3 CUTTING AND PATCHING

A. No cutting and patching of new Work will be accepted. All Work must be new and continuous in its final form.

3.4 TURNING EXISTING VALVES AND TAPPING OF EXISTING WATER MAINS

A. The Contractor shall be responsible for turning valves and tapping the existing water mains, under City supervision, during construction.

END OF SECTION

SECTION 01325
CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall have digital pictures, photographs, and DVDs made of the Work from views and at such times as directed by the Engineer. These photographs shall represent a visual history of the Project, from Contract Award through Contract Completion.

B. The Contractor shall take a preconstruction video of the entire site, including the areas of adjacent properties within 100 feet of the limit of Work. Special effort shall be made to show the existing paved roads, shoulders, signs, and other existing features as well utility locate marks. All videos shall be recorded with date, time, and location on screen. During video recording, the Contractor shall narrate the video.

C. The Contractor shall also use electronic "snap-shot" photography as necessary to record and facilitate resolution of on-site issues through the transmission of electronic photographs by e-mail from the site to the Engineer's and Owner's offices.

1.2 RELATED WORK

A. Section 01000, Project Requirements.
B. Section 01785, Record Documents.

1.3 SUBMITTALS

A. A copy of the preconstruction video shall be submitted to the owner prior to the start of Work.
B. A disc with progress photos shall be submitted at each monthly progress meeting.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

PART 2 PRODUCTS

2.1 PRODUCTS

A. Digital pictures shall be in color. Provide all digital pictures on a disc with each pay request. The photograph format must be in jpeg format not pdf format. Each photograph shall be label by date, approximate station and description of work.

B. Provide photographs taken of each of the major items during construction. The photos shall represent daily progress and show primarily work completed underground including but not limited to fittings, crossings, utility conflicts, soil conditions, depth of existing pavement and work not included in the original contract.

C. View and Quantities Required: A minimum of 20 digital photographs per month clearly showing project status and key elements of construction are required. Greater than 75% of the photos must show underground work.

PART 3 EXECUTION

3.1 VIEWS REQUIRED

A. Photographs shall be from locations to illustrate the condition of construction and the state of progress adequately.

B. The Contractor shall provide before and after photographs of each portion of the site. The below-ground facilities shall include all equipment, walls, floor, piping,

supports, and entrance. At major location photographs shall include before, during, and after prints and all prints shall be placed in binders in ascending date order to show the Work as it progresses.

3.2 DESCRIPTIVE INFORMATION

The Contractor shall provide the Engineer with a written description of each photograph indicating the street and distance to closest cross-street and compass direction. A summary page shall be included on the CD. The Field Engineer or inspector shall approve the description.

3.3 DIGITAL PHOTO DOCUMENTATION

A. Catalog and manage Electronic "snap-shots" and images of photographs in a secure digital photo management system capable of being linked to the project schedule and document management database. Add captions, descriptions, and key words. Transfer a copy of all "snap-shots" and photos with their related notes, keywords, captions, and activity IDs to the Engineer weekly.

END OF SECTION

SECTION 01330
SUBMITTALS AND ACCEPTANCE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall submit documentation that describes the Work to be performed under the Contract as required in this Section. This documentation will be for the Engineer and Owner's review and use. The documentation furnished by the Contractor must enable the Engineer and Owner to verify the Contractor's performance and compliance with Contract requirements. The documentation shall cover all services and deliverables required and secured by the Contract Documents.

1.2 RELATED WORK

A. The Contractor shall prepare documentation and submittals required by other sections of the Contract. The format of documents and submittals required by other sections shall conform to the requirements of this Section.

1. General and Supplemental Conditions.
2. Section 01785, Record Documents.
3. All Sections and Divisions that require submittal of documents.

1.3 SUBMITTALS

A. General: The Contractor shall submit the following:

1. Shop drawings: Drawings, schedules, diagrams, warrant, and other data prepared specifically for this Contract by the Contractor or through the Contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower-tier contractor to illustrate a portion of the Work.

2. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portions of the Work, illustrating portions of work, or establishing standards for evaluating appearance of finished work or both.

3. Administrative submittals: Data presented for reviews and acceptance to ensure that administrative requirements of the project are adequately met but not to ensure directly that work is in accordance with the design concept and in compliance with Contract Documents.

B. Coordination: Submittals and schedules shall be checked and coordinated with the Work of all trades involved before they are submitted and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

C. Start of Work: Within 14 calendar days after the notice to proceed for the project, the Contractor shall submit to the Engineer a Contract Data Requirements List that defines all data to be submitted under this Contract. Included in this list shall be the names of all proposed manufacturers furnishing specified items to the extent known. Review of this list by the Engineer shall in no way relieve the Contractor from providing materials, equipment, systems, and structures fully in accordance with the Specifications.

D. General Requirements

1. The Contractor shall prepare, assemble, and submit all documents as described herein. The Contractor shall submit certification that the documents prepared conform to the Contract requirements and will result in a complete and operable project. The Engineer and Owner shall review the Contractor’s documents for conformance to the Contract requirements and may comment on the documents.

2. The Contractor shall approve and certify all project documents. The Contractor’s failure to certify the documents or failure to provide documents that demonstrate conformance to the Contract requirements are grounds for rejection. The Contractor shall be responsible for and bear all costs for proceeding with any part of the Work that fails to meet the Contract requirements.

3. Submittal of documents for the Engineer’s review shall in no way relieve the Contractor of full responsibility for providing a complete, safe, reliable, operating, and coordinated Work (system/equipment/facilities) that complies with these Contract documents.

E. Requests for Substitution: All requests for substitution shall clearly and specifically indicate any and all differences or omissions between the products specified as basis of design and the product proposed for substitution. Data shall include but not be limited to differences as follows for both the specified and substituted products:

1. Principle of operation.
2. Materials of construction or finishes.

3. Thickness or gauge of materials.
4. Weight of item.
5. Deleted features or items.
6. Added features or items.
7. Changes in other work caused by the substitution.
8. If the substitution contains differences or omissions not specifically called to the attention of the Engineer, the Engineer reserves the right to require equal or similar features to be added to the substituted product at the Contractor's expense.

F. Submittal Requirements and Procedures

1. Drawing Formats and Requirements

a. Drawings—All Drawings and Shop Drawings shall be prepared on 22-x-34-inch paper and shall have a blank area of 3 x 4 inches in the lower right hand corner above the title block. Each Drawing shall indicate the following information in the title block:

(1) Title and Drawing Number.
(2) Date of Drawing or Revision.
(3) Name of Building or Facility.
(4) Name of Contractor or subcontractor.
(5) Drawing contents and locations.
(6) Specification Section and Subsection Numbers.

b. Required Copies—All drawings submitted shall have a minimum of three copies distributed in the following way:

(1) 1—Owner.
(2) 2—Returned.

2. Product Data

a. Requirements—Product data shall include all catalog cuts, performance surveys, test reports, equipment lists, material lists, diagrams, pictures, and descriptive material. All product data shall be submitted on either 8.5 x 11 inches or folded 11 x 17 inches size paper of 20 lb. (9.072 kg) weight. The submittal information shall show the standard and optional product features, as well as all performance data and specifications. The manufacturer's recommendation for special tools shall be

supplied.

3. Samples—The Contractor shall furnish samples required by the Contract Documents, for review by the Engineer. Samples shall be delivered to the Engineer as specified or directed.

   a. All samples shall be of sufficient size and quantity to illustrate clearly the functional characteristics of the product, with integrally related parts and attachment devices. The samples shall show the full range of color, texture, and pattern.

   b. The Contractor shall submit a minimum of four samples of items submitted. All samples shall be marked with required submittal information, as specified above.

4. Color, Texture, and Pattern Charts

   a. The Contractor shall submit color, texture, or pattern charts of all required finishes.

   b. A minimum of four charts of each item shall be submitted.

5. Submittal Information Requirements

   a. When used in the Contract Documents, the term "Submittal Information" shall be considered to mean the following information at a minimum:

      (1) Contract Name.
      (2) Contract Number.
      (3) Location within Facility.
      (4) Date Submitted.

   b. Drawings—The Contractor shall mark submittal information on all Drawings in the left half of the 4-x-3-inch block as described above.

   c. Product Data and Manufacturer's Literature

      The Contractor shall mark all product data and manufacturer's literature with submittal information and note which item is being furnished. The Contractor shall mark the option and supplies to be furnished with the item. At least one original

manufacturer product data sheet must be submitted; the balance can be copied. Do not submit the manufacturer's general catalog: submit only items being installed or delivered. When manuals are being submitted, the Contractor shall mark submittal information on both the cover and title page. If manuals being submitted contain more than just one item, each item must be marked and only Contract name and number is to be marked on the cover and title page.

G. Submittal Review

1. The Engineer's review of the Contractor's documents shall not relieve the Contractor of the responsibility for meeting all of the requirements of the Contract nor of the responsibility for correcting the documents furnished. The Contractor shall have no claim for additional cost or extension in time because of delays due to revisions of the documents that may be necessary for ensuring compliance with the Contract.

2. The Engineer will review a submittal or re-submittal once, after which the cost of review shall be borne by the Contractor. The cost of Engineering shall be equal to the Engineer's full cost.

3. No partial submittals will be reviewed. A submittal or re-submittal not complete will be returned to the Contractor for completing and re-submittal.

4. Documents submitted by the Contractor for approval by the Engineer will be returned bearing a project-specific stamp bearing the dated signature of the reviewer and one of four boxes checked:

   a. NO EXCEPTIONS NOTED—This indicates that the submittal appears to comply with the requirements of the performance specifications and that the Work may proceed.

   b. MAKE CORRECTIONS NOTED—This indicates that the reviewer has added a minor correction to the submission and that the Work (modified in accordance with the correction comment) may proceed. The Contractor shall accept the responsibility of the modified document and resulting Work with no additional compensation.

   c. AMEND AND RESUBMIT—This indicates that the submittal will require Contractor modifications based on the reviewer's

comments that accompanied the returned submittal. The Contractor will be cautioned that work may not proceed under this review status.

d. REJECTED—This indicates that the submittal is not in conformance with the requirements of the performance Specifications and cannot be modified to gain compliance. A new submittal will be required in the instance of a "reject" status and the Contractor will be cautioned that work may not proceed under this condition.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SUBMITTAL PROCEDURES

A. Before submitting documents for the Engineer's review, the Contractor shall review the documentation for conformance to the Contract requirements. Submittals shall be complete and comprise a logical division of the Contract Work.

B. All documentation submitted by the Contractor to the Engineer shall be accompanied by a letter of transmittal and shall be submitted in a sequence that allows the Engineer to have all of the information necessary for checking and accepting a particular document at the time of submittal.

C. Each document shall be identified by a document number, Contract number, Contract name, location, Specification Section, subsection numbers, and submittal date. Where a manual/drawing is revised to reflect a change in design or a change for any other reason, each such revision shall be shown by a

revision number, date, and subject in a revision block. Indication of official approval by the Contractor's Project Manager shall also be included. To permit rapid location of the revision, additional notation shall be made in the manual opposite the line or area where the change was made and identified by the corresponding revision number.

3.2 DOCUMENTATION CONTROL AND SUBMITTAL SEQUENCING

A. The Contract Data Requirements List shall be updated and resubmitted to the Engineer monthly, throughout the duration of the Contract. This list shall identify the Contractor's submittal number, proposed and actual submittal date, Contract Specification Section Number, Paragraph, Item of the Work, and type of document.

B. The Contractor shall work with the Engineer to provide a regulated flow of submittals that allows the Engineer to review the submittals in the defined time frame without undue delays. Monthly the Contractor shall provide the Engineer a schedule of the approximate quantities and delivery dates for all submittals due through completion of the Contract.

3.3 RECORD DRAWINGS

A. All Record Drawing submittals shall conform to Section 01785 Record Documents and the City of Bradenton Infrastructure Specifications (current edition).

B. Draft Record Drawings shall be submitted for review 30 days before Final Completion. The submittal shall include a CD with the AutoCAD (AutoCAD Version 2013 or more recent) files and a pdf set of the As-Built plans from the surveyor and two full size hard copies (22" x 34").

C. The Contractor shall submit the Final Record Drawing Package to the Engineer at Final Completion. The Final Record Drawings submittal shall include a CD with the AutoCAD (AutoCAD Version 2013 or more recent) files and a pdf set of the As-Built plans signed and sealed by the surveyor and two full size hard copies (22" x 34") also signed and sealed by the surveyor.

END OF SECTION

SECTION 01350
ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Work covered by this Section consists of furnishing all labor, materials, and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations during and as the result of construction operations under this Contract. In this Section *environmental pollution* is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare, unfavorably alter ecological balances of importance to human life, affect other species of importance to man, or degrade the utility of the environment for aesthetic and/or recreational purposes.

B. The control of environmental pollution requires considering air, water, and land and involves managing noise and solid waste as well as other pollutants.

C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the Work. The Contractor shall provide erosion-control measures such as diversion channels, sedimentation or filtration systems, berms, mulching or other special surface treatments that are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion-control measures shall be in place in an area before any construction activity in that area. Specific requirements for erosion and sedimentation controls are specified in Section 02370, Erosion and Sedimentation Control.

D. This Section is intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.

E. All phases of sedimentation and erosion control shall comply with and be subject to the laws of the State of Florida and the Project Environmental Resource Permit. The Contractor shall prepare a sedimentation and erosion-control drawing meeting the requirements of the law and furnish two copies of the approved Drawing to the Engineer.

1.2 RELATED WORK

A. Section 01100, Summary of Work.
B. Section 02370, Erosion and Sedimentation Controls.

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE

A. Before beginning the Work, the Contractor shall meet with the Engineer to establish agreed-upon compliance with these provisions and administration of the environmental pollution control program.

B. The Contractor shall remove temporary environmental control features when approved by the Engineer and incorporate permanent control features into the project at the earliest practicable time.

1.5 REFERENCE STANDARDS

A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

B. The Contractor shall comply with all applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED) \

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 EROSION CONTROL

A. The Contractor shall provide positive means of erosion control such as shallow

ditches around construction to carry off surface water. Erosion-control measures, such as siltation basins, mulching, jute netting, and other equivalent techniques shall be used as appropriate. Surface water shall be prevented from flowing into excavated areas. Ditches shall be used around the construction area to carry away water resulting from dewatering excavated areas. At the completion of the Work, ditches shall be backfilled and the ground surface restored to its original condition. Hay bales (natural and synthetic) are not permitted in the City.

3.2 PROTECTION OF STREAMS AND SURFACE WATERS

A. Care shall be taken to prevent or reduce to a minimum any damage to any stream or surface water from pollution by debris, sediment, or other material or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing or that contains oils or sediments that will reduce the quality of the water in the stream shall not be directly returned to the stream. Such waters shall be diverted through a settling basin or filter before being directed into streams or surface waters.

B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water, or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection and the US EPA. The Contractor shall submit two copies of approved contingency plans to the Engineer.

D. Water being flushed from structures or pipelines after disinfection with Cl_2 shall be treated with a dechlorination solution approved by the Engineer before discharge.

3.3 PROTECTION OF LAND RESOURCES

A. After completion of construction, the Contractor shall restore land resources within the project boundaries and outside the limits of permanent work to a condition that will appear to be natural and not detract from the appearance of the project. All construction activities shall be confined to areas shown on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities,

the Contractor shall not deface, injure, or destroy trees or shrubs nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer. Where such special emergency use is permitted, the Contractor shall first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

C. The Contractor shall protect trees that may possibly be defaced, bruised, injured, or otherwise damaged by the construction equipment, dumping, or other operations by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly.

D. Any trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to their original condition. The Owner will decide the method of restoration to be used and whether damaged trees shall be treated and healed or removed and disposed of.

1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

2. Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and, in the opinion of the Owner, are beyond saving shall be immediately removed and replaced.

E. The Contractor’s storage and other construction buildings required temporarily in the performance of the work shall be located in cleared portions of the job site or areas to be cleared as shown on the Drawings and approved by the Engineer and shall not be within wetlands or floodplains. Preserving the landscape shall be required in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for the Engineer’s approval.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for plant and/or work areas, the Contractor shall submit the following for approval at least 10 days before the scheduled start of such temporary work:

1. A layout of all temporary roads, excavations, embankments, and drainage to be constructed within the work area.

2. Details of temporary road construction.

3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

4. Landscaping drawings showing the proposed restoration of the area. The proposed removal of any trees and shrubs outside the limits of the existing clearing area must be indicated. Locations of guard posts or barriers required to control vehicular traffic and protect trees and shrubs to be maintained undamaged must also be indicated. The drawings shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the Contractor's approved drawings shall be made only with the written approval of the Engineer. No unauthorized road construction, excavation, or embankment construction including disposal areas will be permitted.

G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess waste materials, or any other vestiges of construction as directed by the Engineer. It is anticipated that excavation, filling, and plowing of roadways will be required to restore the area to near natural conditions that will permit the growth of vegetation the roadway areas. The disturbed areas shall be prepared and seeded as approved by the Engineer or Owner.

H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

3.4 PROTECTION OF AIR QUALITY

A. Burning—Burning will not be permitted at the project site for the disposal of refuse and debris.

B. Dust Control—The Contractor shall maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is

prohibited. To be approved, sprinkling must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor shall have sufficient competent equipment on the job to accomplish this. Dust control shall be performed as the Work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Owner.

3.5 NOISE CONTROL

The Contractor shall make every effort to minimize noises caused by the construction operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations and City Ordinances.

3.6 MAINTENANCE OF POLLUTION-CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

SECTION 01400
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. General

1. The purpose of this Section is to define minimum requirements for the Quality Assurance (QA) program to be provided by the Contractor. The deliverable documents are defined, along with the method of execution of the QA program.

2. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with the Contract Document requirements.

3. Specified tests, inspections, and related actions do not limit the Contractor's Quality Control procedures that facilitate compliance with the Contract Documents.

B. Definitions

1. Quality Assurance services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with Contract requirements.

2. Quality Control services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements.

C. Payment

Separate payment will not be made for providing and maintaining an effective Quality Assurance and Quality Control Program, and all costs associated with such a program shall be included in the applicable unit prices, lump-sum prices, or allowances contained in the Contract Price Breakdown.

1.2 RELATED WORK

A. Section 01000, Project Requirements.
B. Section 01300, Contract Administration.
C. Section 02300, Earthwork for Structures.
D. Section 02305, Earthwork for Utilities.
E. Section 03301, Concrete and Reinforcing Steel.
F. Respective Specification Sections.

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE

A. The Contractor shall conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code.

B. For products or workmanship specified by association, trades, or other consensus standards, the Contractor shall comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable code.

C. If specified reference standards conflict with Contract Documents, the Contractor shall request clarification from the Engineer before proceeding.

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE

A. The Contractor shall install all materials and equipment in a neat and first-class workman-like manner.

B. The Contractor shall replace all existing paving, stabilized earth, curbs, driveways, sidewalks, fences, signs, and other improvements with the same type of material that was removed during construction or as directed by the Engineer without increase in the Contract Price or Contract Time.

C. The Engineer reserves the right to direct the removal and replacement of any items that, in the Engineer's opinion, do not present an orderly and reasonably neat or workman-like appearance, provided such an orderly installation can be made using customary trade methods. The removal and replacement shall be done when directed in writing by the Engineer at the Contractor's own expense and without additional expense to the Owner.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TOLERANCES

A. Monitor tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. If manufacturers' tolerances conflict with Contract Documents, request clarification from the Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.11 FIELD SAMPLES

A. The Contractor shall furnish field samples at the site as required by individual Specifications Sections for review.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, the Contractor shall clear the area after the field sample had been accepted by the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

A. The Contractor is responsible for quality control and shall establish and maintain an effective quality-control system in compliance with the Contract Documents. The quality-control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract requirements. The system shall cover all Work and shall be keyed to the proposed

design and construction sequence. The project QC Officer will be held responsible for the quality of work on the job and is subject to removal by the Engineer for non-compliance with quality requirements specified in the Contract. The project QC Officer in this context shall mean the individual with the responsibility for the overall management of the project quality.

3.2 QUALITY CONTROL PLAN

A. General:

Not later than 14 calendar days after receipt of Notice to Proceed, the Contractor shall furnish for review by the Engineer the Quality Control (QC) Plan proposed to implement the requirements of the Contract. The Plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Engineer will consider an interim plan for the first 14 calendar days of operation.

B. Content of the QC Plan:

The QC Plan shall include, at a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

1. A description of the quality control organization, including a chart showing lines of authority for all aspects of the Work specified. The staff shall include a Quality Control Officer who shall report to the Project Manager or executive.

2. The name, qualifications (in résumé format), duties, responsibilities, and authorities of each person assigned a QC function.

3. A copy of the letter to the Quality Control Officer signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the Quality Control Officer, including authority to stop work which is not in compliance with the Contract.

4. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents.

5. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will verify that identified deficiencies have been corrected.

6. Reporting procedures, including proposed reporting formats.

C. Acceptance of Plan:

Acceptance of the Contractor's plan is required before the start of Work. Acceptance is conditional and will be predicated on satisfactory performance during the Work. The Engineer reserves the right to require the Contractor to make changes in its QC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

D. Notification of Changes:

After acceptance of the QC Plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.

3.3 SUBMITTALS

A. Submittals shall be made as specified in Section 01300, Contract Administration. The QC organization shall be responsible for certifying that all submittals comply with the Contract requirements.

3.4 TESTS

A. Testing Services:

1. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to the Owner. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

2. Testing services provided by the Owner are for the sole benefit of the Owner; however, test results shall be available to the Contractor. Testing necessary to satisfy the Contractor's internal Quality Control Procedures shall be the sole responsibility of the Contractor.

3. When necessary, the Contractor shall interrupt its Work for Owner sampling and testing. The Contractor shall have no Claim for increase in Contract Price or Contract Time due to such interruption. The Contractor shall cooperate in these testing activities as needed.

4. Testing, including sampling, will be performed by the testing firm's

laboratory personnel in the general manner indicated in the Specifications.

B. Transmittal of Test Reports:

Written reports of tests and engineering data furnished by the Contractor for the Engineer's review shall be submitted as specified for Shop Drawings.

C. Manufacturer's Field Services:

1. The manufacturer's field services will be specified in the respective Equipment Sections.

2. An experienced, competent, and authorized representative of the manufacturer of each item of equipment for which field services are indicated shall visit the Site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. In each case the manufacturer's representative shall be present when the equipment is placed in operation. The manufacturer's representative shall revisit the Site as often as necessary until any and all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of the Engineer.

3. Each manufacturer's representative shall furnish to the Owner, through the Engineer, a written report certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchor bolts, has been operated under full load conditions, and has operated satisfactorily.

3.5 COMPLETION INSPECTION

A. Final Completion Punch List: Near the completion of all Work, the QC Officer shall inspect the Work and develop a "punch list" of items that do not conform to the approved Drawings and Specifications. Such a list of deficiencies shall be included in the QC documentation and shall include the estimated date by which the deficiencies will be corrected. The QC Officer or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Engineer that the Facility is ready for the Engineer's final inspection.

B. Final Inspection and Acceptance: The Contractor's Quality Control Officer and the Engineer will attend this inspection. Additional Engineer personnel may also attend. The final acceptance inspection will be formally scheduled by the Engineer when all punch list deficiencies have been corrected. Notice will be

given to the Engineer at least 14 days before the final inspection and must include the Contractor's assurance that all punch list items will be complete and acceptable by the date scheduled for the final inspection. Failure of the Contractor to have all Contract Work acceptably complete for this inspection will be cause for non-certification of final payment by the Engineer.

3.6 NOTIFICATION OF NONCOMPLIANCE

A. The Engineer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Engineer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.7 REPAIR AND PROTECTION

A. On completion of testing, inspection, sampling, and similar services, the Contractor shall repair damaged construction and restore substrates and finishes.

B. The Contractor shall protect all construction exposed by or for Quality Control service activities.

C. The repair and protection are the Contractor's responsibilities, regardless of the assignment of responsibility for Quality Control services.

D. The Contractor shall be responsible for repairing any water services that the Contractor breaks during construction, under supervision by the City of Bradenton.

END OF SECTION

SECTION 01450
TESTING AND TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Owner will pay for the costs of all passing laboratory tests required to determine soil density, concrete compressive strength, and bacteriological clearance. The cost of all testing shall be incorporated into line item for testing and paid as an allowance as depicted within the bid form.

1. The Contractor shall cooperate with the laboratory to facilitate the execution of required services.

2. The Owner shall approve the selection of the testing laboratory.

3. Employment of a testing laboratory shall in no way relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents.

1.2 RELATED WORK

A. Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders, or approvals of public authorities.

B. Respective Sections: Certification of products.

C. Each Section listed: Laboratory tests required and standards for testing.

D. Testing Laboratory inspection, sampling, and testing are required for but are not limited to the following:

1. Section 02230, Site Preparation.
2. Sections 02300 and 02305, Earthwork.
3. Section 03301, Concrete and Reinforcing Steel.
4. Section 15055, Piping Systems.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance.

B. Submit to the Engineer for review a list and schedule of all tests to be conducted.

C. Describe test procedures along with duration of tests.

D. After each inspection and test, the Laboratory shall promptly submit two copies of the laboratory report to the Owner and one copy to the Contractor.

E. Include the following:

1. Date issued.
2. Project title and number.
3. Name of field testing technician or inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specifications Section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Results of test.
10. Conformance with Contract Documents.

F. When requested by the Engineer, provide interpretation of test results.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM E329—Standard Specification for Agencies Engaged in Construction Inspection and/or Testing;
2. ASTM D3740—Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; and,

1.6 QUALITY ASSURANCE

A. The Laboratory is not authorized to do any of the following:

1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Approve or accept any portion of the work.

3. Perform any duties of the Engineer of Record or the Engineer.

B. The Contractor shall be responsible for the following:

1. Cooperating with laboratory personnel, providing access to work and to manufacturer's operations.

2. Securing and delivering to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

3. Providing to the laboratory the preliminary design mix proposed to be used for concrete and other materials mixes that require control by the testing laboratory.

4. Furnishing incidental labor and facilities:

   a. To provide access to work to be tested.
   b. To obtain and handle samples at the project site or at the source of the product to be tested.
   c. To facilitate inspections and tests.
   d. To store and cure test samples.

5. Notifying the Engineer and laboratory sufficiently in advance of operations to allow for the laboratory to assign personnel and schedule tests.

6. Employing and paying for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling, and testing required for the Equipment Supplier or Contractor's (as applicable) convenience.

C. Materials and equipment used in the performance of Work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard requirements for quality and workmanship are indicated in the Contract Documents. The Engineer may require the equipment supplier or Contractor (as applicable) to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

D. If the test and any subsequent retest results indicate that the materials or equipment fail to meet the requirements of the Contract Documents, the equipment supplier or Contractor (as applicable) shall pay for the laboratory costs directly to the testing firm and these will not be reimbursable to the equipment supplier or Contractor (as applicable).

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS

A. Comply with requirements of ASTM E329 and ASTM D3740.

B. Laboratory: Licensed to operate in Florida.

C. Laboratory Staff: Maintain a full-time Professional Engineer registered in Florida on staff to review the services performed under this project.

D. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either Nation Bureau of Standards (NBS) or accepted values of natural physical constants.

E. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performing services.

F. Perform specified inspection, sampling, and testing of products in accordance with specified standards.

G. Ascertain compliance of materials and mixes with requirements of Contract Documents.

H. Promptly notify the Engineer and Contractor of observed irregularities or non- conformance of Work or Products.

I. Perform additional inspections and tests required by Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SCOPE OF WORK (NOT USED)

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 RESPONSIBILITY

This Section specifies the minimum requirements for temporary facilities, utilities, and controls required to provide an adequate and safe work site at every stage during construction of the Project. The Contractor is solely responsible for the requirements set forth in this Section.

1.11 ONSITE TEMPORARY

Except as otherwise indicated, the Contractor may, at his option, furnish stand- alone utility plants to provide needed services in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with all governing regulations. Before availability of temporary utility services, the Contractor will provide trucked-in/trucked-out containerized or unitized services for start-up of construction operations at the site.

1.12 COSTS

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the contract sum.

PART 2 TEMPORARY FACILITIES

2.1 GENERAL

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods of operations):

A. Electrical Power Service.
B. Water Service (potable for certain uses).
C. Sanitary.
D. Storm Sewer or Open Drainage/Run-off Control.
E. Gas (fuel) Service.
F. Telephone Service.

2.2 TEMPORARY ELECTRICITY

The Contractor shall make the necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the Work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections, and meters.

2.3 TEMPORARY WATER

The Contractor shall make all necessary application and arrangements and pay all fees and charges for water necessary for the proper completion of the Project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

2.4 TEMPORARY SANITARY FACILITIES

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

2.5 CLEANLINESS OF FACILITIES

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or on adjacent property.

2.6 TERMINATION AND REMOVAL

The Contractor shall, at the time the need for a temporary utility service has ended or has been replaced by use of permanent services, or not later than the time of Final Completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Any work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces, shall be completed at this time. The Contractor shall replace any work damaged beyond acceptable restoration.

PART 3 TEMPORARY CONTROLS

3.1 NOISE CONTROL

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

3.2 DUST CONTROL

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds, or any other cause.

3.3 WATER CONTROL

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review before initiating and implementing the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

3.4 POLLUTION CONTROL

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas by the disposal of surplus material in the form of solids, liquids, gases, or from any other cause.

3.5 ADVERSE IMPACT

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment that may result from construction operations and shall operate to minimize pollution of air, ground, or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

3.6 STREAMS, LAKES, AND OTHER BODIES OF WATER

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes, and reservoirs with fuels, oils, bitumens, calcium chloride, or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes, and reservoirs and to avoid interference with the movements of migratory fish.

3.7 CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

3.8 EROSION CONTROL

The Contractor shall not expose by construction operations a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion-control features shall be constructed concurrently with other work and at the earliest practicable time.

PART 4 STORAGE FACILITIES

4.1 GENERAL

All products, materials, and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the ground on blocking or skids. Products that are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products that will come in contact with water shall be stored off the ground to prevent contamination.

4.2 INSPECTION

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to ensure that they are maintained under specified conditions and free from damage or deterioration.

4.3 TEMPORARY PROTECTION

After installation, the Contractor shall provide substantial coverings as necessary to installed products to protect them from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 5 PRESERVATION OF PROPERTY

5.1 ADJACENT TO WORK

The Contractor shall preserve from damage all property along the line of the work or that is near or in any way affected by the work, the removal or destruction of which is not called for by the Plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

5.2 REMEDY BY OWNER

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due to the Contractor under this Contract.

5.3 PROTECTION FROM DAMAGE

The Contractor shall be responsible for the protection of property in the areas in the vicinity of the Project and for the protection of his equipment, supplies, materials, and work against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection throughout the contract period for the protection of his, the Owner's, and other properties from such damage.

PART 6 TRAFFIC REGULATION

6.1 GENERAL

Signs, marking barricades, and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations.

5.2 REMOVAL OF SIGNAGE

On completion of the Work, the Contractor shall remove all debris, excess materials, barricades, and temporary work, leaving walkways and roads clear of obstructions.

5.3 GENERAL

The Contractor shall supply, erect, and maintain in good condition one project signs according to the Specifications set forth in the following paragraphs.

5.4 CITY OF BRADENTON PROJECT SIGN SPECIFICATIONS

A. Size: 4-foot-x-8-foot- x-3/4-inch.

B. Materials: Exterior grade plywood (shop sanded on one side only).

C. Supports: 4-inch-x-4-inch-x-12-foot posts.

D. Mounting: Sign shall be mounted to the 4-inch-x-4-inch post with a 3/8-inch minimum bolt and nut, four on each side of the sign. Each bolt shall have two washers, one between the sign and the head of the bolt and the other between the post and the nut.

E. Erection: Posts shall be set a minimum of 3 feet deep in concrete footings that are at least 12 inches in diameter.

F. Paint: Outdoor enamel.

G. Colors: Logos and lettering shall be in full color to match the attached illustration on a white background in accordance with these Specifications.

H. Lettering: Lettering and positioning shall be as shown on the attached illustration in accordance with the Specifications.

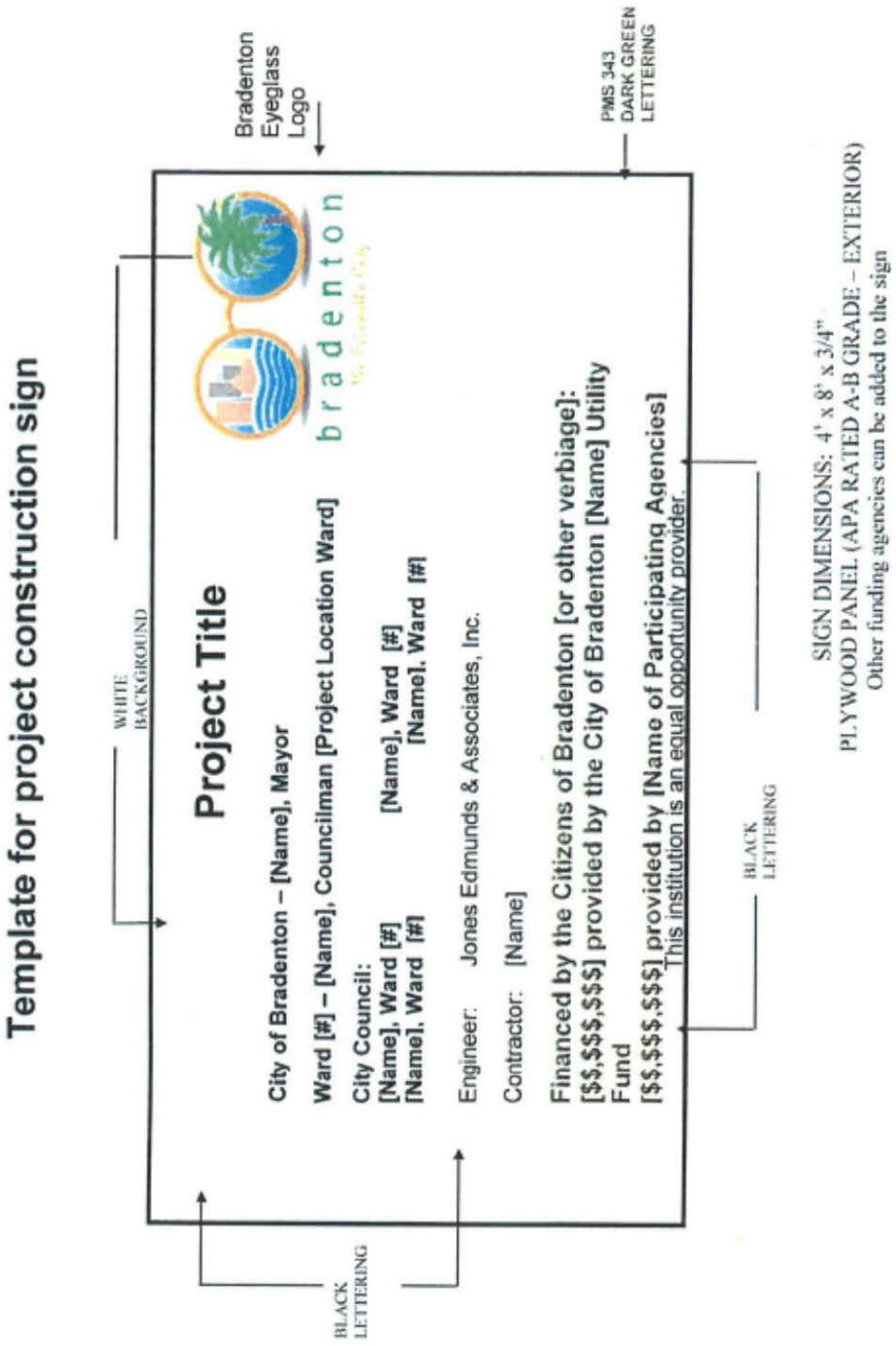
I. Project signs shall not be located on public highway rights-of-way.

J. Location and height of signs shall be coordinated with the local agency responsible for highway or street safety in the project area, if any possibility exists for obstructing vehicular traffic line of sight.

K. Whenever the City of Bradenton project sign specifications conflict with State law or local ordinances, the City will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

5.5 SIGN TEMPLATE

The project signs shall be constructed in general accordance with the template included at the end of this Section.



END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

This Section includes the minimum requirements for the furnished materials and equipment for this project. The more stringent requirements in the Technical Specification sections shall take precedence over these requirements for any conflicts.

A. Materials and equipment furnished by the Contractor shall be new and shall not have been in service at any other installation unless otherwise approved. They shall conform to applicable specifications approved in writing by the Owner.

B. Manufactured and fabricated products shall be designed, fabricated, and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges so as to be interchangeable.

C. Quantities of items that are identical shall be by the same manufacturer, regardless of the Design Package breakdown.

D. Equipment sizes, capacities, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

E. Materials and equipment shall not be used for any purpose other than that for which they are designed or specified.

F. Where materials or equipment are specifically shown or specified to be reused in the Work, special care shall be used in removing, handling, storing, and reinstalling to ensure their proper function in the completed Work.

G. Material and equipment incorporated into the Work:

1. Shall conform to applicable specifications and standards.

2. Shall comply with size, make, type, and quality specified or as specifically approved in writing by the Owner.

3. Manufactured and fabricated products:

a. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

1.2 RELATED WORK

A. Section 00700, Standard General Conditions of the Construction Contract.
B. Section 00800, Supplementary Conditions.
C. Section 01000, Project Requirements.
D. Section 01740, Final Cleaning.
E. Section 01780, Warranties and Bonds.

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 ACCEPTANCE OF MATERIAL AND EQUIPMENT

A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and acceptance of the Owner. No material shall be delivered to the site that does not meet the Contract Specifications.

B. The Contractor shall submit data and samples sufficiently early to permit consideration and acceptance before materials are necessary for incorporating in the work. Any delay of acceptance resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner.

C. The materials and equipment used in the Work shall correspond to the approved samples or other data.

D. If requested, the Contractor shall be required to submit to the Owner ample evidence that each and every part of the materials, machinery, and equipment to be furnished is of a reliable make and of a type that has been in successful operation within the continental United States. No equipment will be considered unless the manufacturer has designed and manufactured equipment of a comparable type and size for at least 3 years. The Owner will not allow any experimental or untried type of material or machinery to be installed.

E. The equipment specified shall be carefully designed and installed to ensure that it adequately performs all required functions within the specified degree of precision. Each unit shall operate with each of the other parts of the equipment to provide a completely integrated system that shall operate to the satisfaction of the Owner.

F. All equipment, machinery, parts, and assemblies of equipment, machinery, or parts entering into the Work shall be tested as specified. All field and operating tests shall be made in the presence of the Owner.

1.11 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. The equipment installation details shall suit the existing and furnished equipment and are subject to acceptance by the Owner.

B. Any changes or revisions made necessary by the type and dimensions of the equipment furnished shall be made at the expense of the Contractor who shall furnish detailed drawings showing such changes or revision for the acceptance of the Owner.

C. The installation of all work shall comply with the manufacturer's printed instructions. The Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including three copies to the Owner for distribution. One complete set of instructions shall be maintained at the job site during installation and until the Project is complete.

D. All products and equipment shall be handled, installed, connected, cleaned, conditioned, and adjusted in accordance with the manufacturer's instructions and specified requirements. Should job conditions or specified requirements conflict with the manufacturer's instructions, such conflicts shall be called to the Owner's attention for resolution and revised instructions.

E. The Contractor shall perform work according to the manufacturer's instructions and not omit any preparatory step or installation procedure unless the instructions are specifically modified or the step or procedure exempted by the Contract Documents.

1.12 INSTALLATION OF EQUIPMENT

A. The cost of the Work shall include the cost of competent manufacturers' representatives of all equipment to supervise the installation, adjustment, and testing of the equipment and to instruct the Owner's operating personnel on operation and maintenance.

B. A certificate from the manufacturer stating that the installation of the equipment is satisfactory, that the unit has been satisfactorily tested, is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication, and care of the unit shall be submitted before Substantial Completion.

C. The Contractor shall furnish the service of competent manufacturers' representatives for Contractor- or Owner-furnished equipment when evident malfunction or over-heating makes such services necessary or as determined by the Owner. All such equipment shall be installed by skilled mechanics and in accordance with the instructions of the manufacturer.

D. Special care shall be taken to ensure proper alignment of all equipment with particular reference to mechanical equipment such as pumps and electric drives. These units shall be carefully aligned on their foundations by qualified millwrights after their sole or base plates have been shimmed to true alignment at the anchor bolts. The anchor bolts shall be set in place and the nuts tightened against the shims. After the manufacturer has approved the foundation alignments, the bedplates or wing feet of the equipment shall be securely bolted in place. The alignment of equipment shall be further checked after securing to the foundations. After all alignments are confirmed, the sole or base plates shall be finally grouted in place. The Contractor shall be responsible for the exact alignment of equipment with associated piping, and under no circumstances, will "pipe springing" be allowed. Special installation requirements in the Technical Specifications shall take precedence over the requirements of this Section.

E. The Contractor shall furnish all wedges, shims, filling pieces, keys, packing, grout, or other materials necessary to properly align, level, and secure an apparatus in place. All parts intended to be plumb or level must be proven exactly so. Any grinding necessary to bring parts to proper alignment after erection shall be done at the expense of the Contractor.

F. The Contractor shall furnish the necessary materials and construct suitable concrete foundations or pads for all equipment installed by the Contractor, even though such foundations or pads may not be indicated on the Drawings. The tops of foundations shall be at such elevations as will permit grouting.

G. In setting pumps, motors, and other items of equipment customarily grouted, the Contractor shall make an allowance of at least 1 inch (2.54 cm) for grout under the equipment bases. Shims used to level and adjust the bases shall be steel. Shims may be left embedded in the grout, in which case they shall be installed neatly and so as to be as inconspicuous as possible in the completed work. Unless otherwise permitted, all grout shall be a suitable non-shrinking grout.

1. Grout shall be mixed and placed in accordance with the recommendations of the manufacturer. Where practicable, the grout shall be placed through the grout holes in the base and worked outward and under the edges of the base and across the rough top of the concrete foundation to a peripheral form so constructed as to provide a suitable chamber around the top edge of the finished foundation.
2. Where such procedure is impracticable, the method of placing grout shall be as permitted. After the grout has hardened sufficiently, all forms, hoppers, and excess grout shall be removed, and all exposed grout surfaces shall be patched in an approved manner and, if necessary, as required by the Owner, given burlap-rubbed finish, and painted with at least two coats of an acceptable paint.

1.13 SPECIAL TOOLS

A. Manufacturers of equipment and machinery shall furnish two sets of any special tools (including grease guns or other lubricating devices) required for normal adjustment, operations and maintenance, and disassembly, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order before completing the Contract. Tools shall be high-grade, smooth, forged, alloy tool steel. Grease guns shall be lever-type.

B. Special tools are considered to be those tools which because of their limited use are not normally available, but which are necessary for the particular equipment.

C. Special tools shall be delivered at the same time as the equipment to which they pertain. The Contractor shall properly store and safeguard such special tools until completion of the work, at which time they shall be delivered to the Owner.

1.14 LUBRICATION SYSTEM

A. The minimum design criteria for lubricating moving parts of the equipment shall include 1 week of continuous operation during which no lubricants shall be added to the system.

B. The system shall be designed to receive lubricants whether in operation or shut down and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct start-up and testing operations shall be furnished with the equipment.

1.15 TESTS AND TEST REPORTS

A. When used in the Contract Documents, "Factory/Fabricating Shop Performance, Evaluation, Certification, and/or Acceptance Tests and Test Reports" shall be considered to mean the corresponding manufacturer's, fabricator's, and/or other builder's official test and tests reports. Included in these test reports shall be appropriate substantiating documentation/data ascertaining the correct and complete manufacture, fabrication, and "shop performance" (to the greatest extent normally practicable) of the particular material, equipment, system, and/or facilities proposed for eventual delivery. These are subdivided into three significant tests and test report types:

1. Certification Tests and Test Reports
2. Factory Tests and Test Reports
3. Shop Performance/Evaluation Tests and Test Reports

Minimal requirements are described below.

B. Certification Tests and Test Reports

1. Standard specifications, code references, etc. for minimum quality and workmanship levels are indicated in the Contract Documents and Construction Documents. Statements, certificates, and other substantiating reporting data, called "Certification Test Reports" in this Section, of tests conducted on previously manufactured materials or equipment identical to that proposed for use shall be compiled by the Contractor.

2. At a minimum all Certification Test Reports shall contain an official analysis of sufficient material composition or show evidence of meeting or exceeding the specified material standard(s) referenced, e.g., ASTM, ASME, or other designations. All reports shall also indicate from whom the material was/will be purchased.
3. The Contractor shall pay all costs of certification tests and test reports.

C. Factory Tests and Test Reports

1. Additional tests and reports performed on material or equipment by the manufacturer or fabricator to ascertain quality or workmanship are referred to here as "Factory Tests and Test Reports."
2. Before the delivery of any Factory Test Report, the Contractor shall first submit for review and approval a detailed description of the proposed testing, including reporting procedure and criteria. Such descriptions shall also be delivered to the Owner for review as part of the first submission of the technical submittal.
3. Materials and equipment used in the performance of the Work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. If Work to be accomplished away from the construction site is to be inspected on behalf of the Owner during its fabrication or manufacture, the Contractor shall give prior notice to the Owner of the place and time where such fabrication or manufacture is to be done. Such notice shall be in writing and delivered to the Owner not less than 30 days before the Work is to be done so that the necessary arrangements for the particular factory inspection tests can be made.
4. Upon completion of the factory inspection tests and immediately following manufacture or fabrication, the Contractor shall compile a complete Factory Test Report following the approved format above. All such reports shall be delivered to the Owner for review as part of the technical submittal corresponding to such tested material or equipment.

D. Shop Performance/Evaluation Tests and Tests Reports

1. Material and equipment used in the performance of the Work of this Contract are also subject to evaluation and testing after the complete full-scale assembly into major equipment and/or systems. Shop Performance/Evaluation Tests, i.e., tests of simulated startup, steady-state, variable loading, and other normal operating conditions, for such assembled equipment/systems shall be accomplished in strict accordance with the standard testing practices specified or otherwise accepted by the Owner.
2. Before the delivery of any Shop Performance/Evaluation Test Report, the

Contractor shall submit for review a detailed description of the proposed performance/evaluation tests, including anticipated reporting procedures, data reduction, and criteria used. Where appropriate, such descriptions shall also be delivered to the Owner for review as part of a first or subsequent submission of the technical submittal.

3. Should such performance/evaluation tests be accomplished away from the construction site, the Contractor shall give prior notice to the Owner of the places and times where such tests will be accomplished. Such prior notice shall be in writing and delivered not less than 30 days before such events so that necessary arrangements for the particular tests can be made.
4. The requirements above pertaining to Factory Tests and Test Reports shall be incorporated for shop Performance/Evaluation Tests and Test Reports. Unless factory tests are coincident with shop performance tests and vice versa for the same material or equipment, a minimum of 15 days shall be scheduled between such multiple equipment tests where extended travel is required.

E. Cost of Performance Shop Tests

1. The Contractor shall conduct shop performance full-scale tests at its expense on all equipment as specified. Each piece of equipment shall be tested completely assembled and the shop tests performed by the equipment manufacturer until successful tests are achieved.
2. If the performance tests are conducted outside the continental United States, the Contractor shall pay all transportation expenses incurred by the Owner's representatives in witnessing the tests at no additional cost to the Owner.

1.16 FIELD TESTING

A. Field-testing shall be conducted when called for in the Technical Specification Sections and on all completed systems in general. The Contractor shall provide services of a factory-authorized service representative to perform, approve, and certify the field testing specified in this Section. The Contract Documents may require the Contractor to perform factory testing on equipment items before the Owner approves their use for this project.

B. After completing the installation, the Contractor shall test the system in the presence of the Owner and under actual operating conditions. Tests shall be performed according to the manufacturer's recommendations.

C. The Contractor shall include with its bid the services of the equipment manufacturer's field service technician for a period necessary to complete the

Work to the satisfaction of the Owner and the Owner.

D. This service shall be for the purposes of checkout, initial start-up, certification, and instruction of facilities personnel.

E. A written report covering the technician's findings and installation approval shall be submitted to the Owner covering all inspections and outlining in detail any deficiencies noted.

1.17 ACCEPTANCE OF INSTALLATION

A. The Owner may accept an equipment system installation as ready for Substantial Completion when:

1. The Owner has accepted all factory tests and all other component testing.
2. The Owner has accepted all performance shop tests.
3. All components of the system are installed and tested, including without limitation hydrostatic tests, leak tests, continuity tests, insulation resistance tests, phase rotation tests, bump tests, stroke testing, calibration, adjustment for proper operation, and all other component tests as appropriate.
4. Field start-up activities have been completed and approved by the Owner.
5. The appropriate certificates have been submitted.
6. All equipment has met the performance requirements.
7. The Owner has accepted integrated system tests and adjustments performed by the Contractor to demonstrate that the system as a whole functions reliably and meets the performance requirements, in manual and automatic modes, without failure, fault, or defect of any component or of the system as a whole.
8. The Owner has accepted integrated facilities tests performed by the Contractor to demonstrate that the entire Construction functions together reliably as an integrated facility and meets the performance requirements, in manual and automatic modes, without failure, fault, or defect of any component.
9. The Owner has accepted facilities performance tests which demonstrate that the design criteria and performance criteria are met.
10. The Owner has accepted the O&M Manuals.
11. All required Owner personnel have been trained.
12. All other Contract requirements for Substantial Completion have been satisfied.

1.18 GREASE, OIL, AND FUEL

A. All grease, oil, and fuel required for start-up and testing of equipment shall be furnished with the respective equipment.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment component from after initial break-in of the equipment, which shall be no greater than 30 days.

1.19 ELECTRICAL EQUIPMENT ENCLOSURES

A. All items of electrical equipment that are furnished with process, heating, ventilating, or other equipment shall conform to the requirements specified under the appropriate electrical sections of the Specifications. Enclosures for electrical equipment, such as switches and starters, shall conform to the requirements specified under the appropriate electrical sections of the Specifications.

1.20 EQUIPMENT DRIVE GUARDS

A. Screens, guards, or cages shall be provided for all exposed rotating or moving parts in accordance with accepted practices of applicable governmental agencies. Unless specified otherwise in the technical sections, guards shall be constructed of galvanized sheet steel or galvanized woven wires or expanded metal set in a frame of galvanized steel members. Guards shall be secured in position by steel braces or straps, which will permit easy removal for servicing the equipment.

1.21 PROTECTION AGAINST ELECTROLYSIS

A. Where dissimilar metals are used in conjunction with each other, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous-impregnated felt, heavy -bituminous coatings, nonmetallic separators or washers, or other acceptable materials.

1.22 CONCRETE INSERTS

A. Concrete inserts for hangers shall be designed to support safely, in the concrete that is used, the maximum load that can be imposed by the hangers used in the inserts. Inserts for hangers shall be of a type which will permit adjustment of the hangers both horizontally (in one plane) and vertically and locking of the hanger head or nut. All inserts shall be galvanized.

1.23 SLEEVES

A. Unless otherwise indicated on the Drawings or specified, openings for the passage of pipes through floors and walls shall be formed of sleeves of standard-weight, galvanized-steel pipe. Each sleeve shall be of ample diameter to pass the pipe and its insulation, if any, and to permit such expansion as may occur. Sleeves shall be of sufficient length to be flush at the walls and the bottom of the slabs and to project 2 inches above the finished floor surface. Threaded nipples shall not be used as sleeves.

B. Sleeves in exterior walls below ground or in walls to have liquids on one or both sides shall have a 2-inch annular fin of 1/4-inch plate welded with a continuous weld completely around the sleeve at about mid-length. Sleeves shall be galvanized after the fins are attached.

C. All sleeves shall be set accurately before the concrete is placed or shall be built-in accurately as the masonry is being built.

1.24 SERVICES OF MANUFACTURER'S REPRESENTATIVE

A. The Contractor shall arrange for a qualified service representative from each company manufacturing or supplying certain equipment as listed in this Section (or in the respective Technical Specification sections) to perform the duties described in this Section.

B. After the listed equipment has been installed and the equipment is presumably ready for operation but before it is operated by others, the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include but not be limited to the following points as applicable:

1. Soundness (without cracked, abraded, or otherwise damaged parts).
2. Completeness in all details, as specified.
3. Correctness of setting, alignment, and relative arrangement of various parts.
4. Adequacy and correctness of packing, sealing, and lubricants.

C. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified.

D. On completion of his or her work, the manufacturer's or supplier's representative shall submit in triplicate to the Owner a complete, signed report of the result of the inspection, operation, adjustments, and tests. The report shall include detailed descriptions of the points inspected, tests and adjustment made, quantitative results obtained if such are specified, and suggestions for precautions to be taken

to ensure proper maintenance. The report also shall include a certificate that the equipment conforms to the requirements of the Contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.

E. After the Owner has reviewed the reports from the manufacturer's representatives, the Contractor shall make arrangements to have the manufacturer's representatives present when the field acceptance tests are made.

F. The Contractor, at a minimum, shall arrange for the service of qualified service representatives from the company's manufacturing or supplying the equipment as required in the Technical Specifications.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01650
DELIVERY, STORAGE, AND HANDLING

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section specifies the general requirements for the delivery, handling, storage, and protection of all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING

The Contractor shall adhere to the requirements for storage and protection of items specified as follows:

A. Transport and handle items in accordance with the manufacturer's instructions.

B. Schedule delivery to reduce long-term onsite storage before installation and/or operation. Under no circumstances shall equipment be delivered to the site more than 1 month before installation without written authorization from the Engineer.

C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged, or sensitive to deterioration.

D. Deliver products to the site in the manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting, and installing.

E. Unload and place all items delivered to the site in a manner that will not hamper normal construction operation nor that of subcontractors and other contractors and will not interfere with the flow of necessary traffic.

F. Provide necessary equipment and personnel to unload all items delivered to the site.

G. Promptly inspect shipment to ensure that products comply with requirements, quantities are correct, and items are undamaged. Inspect items furnished by others (i.e., Owner, other Contractors in the presence of the Engineer). Notify the Engineer verbally, and in writing, of any problems.

H. The Contractor shall store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Follow storage instructions, review them with the Engineer, and keep a written record of this. Arrange storage to permit access for inspection.

I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

J. Store cement and lime under a roof and off the ground and keep it completely dry at all times. All structural, miscellaneous, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping, or cracking. Handle and store brick, block, and similar masonry products in a manner to keep breaking, cracking, and spilling to a minimum.

1.9 QUALIFICATIONS

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PIPE AND APPURTENANCES

A. The Contractor shall protect the pipe from kinks, cuts, end damage, and other defects when transporting all piping. Binding and tie-down methods shall not damage or deflect the pipes in any way. Pipe damaged during shipment shall be rejected.

B. Pipe shall be stored on level ground, preferably turf or sand, free of sharp objects that could damage the pipe. Stacking of any pipe shall be limited to a height that will not cause excessive deformation of the lower layers of pipe under anticipated temperature conditions. When necessary due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such widths to not allow deformation of the pipe at the point of contact with the sleeper or between supports. Pipe shall not be removed from storage until bedding or sub-grade work is complete and ready to receive the pipe.

C. The joined pipe shall be handled in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Ropes, fabric, or rubber-protected slings and straps shall be used when handling pipe. Chains, cables, or hooks inserted into the pipe ends shall not be used. Two slings spread apart shall be used for lifting each length of pipe. Pipe or fittings shall not be dropped. Slings for handling joined pipe shall not be positioned at socket-welded joints. Sections of the pipes with cuts and gouges shall be removed and the ends of the pipe rejoined. In accordance with the pipe manufacturer's written instructions, the Contractor shall repair all pipe with damaged linings and pipe exterior coatings that have been damaged before the pipe is installed.

D. The Contractor shall cover all pipe stored on the site with canvas or other opaque material to protect it from sunlight. Provide air circulation under the covering.

E. The Contractor shall inspect all pipe, fittings, and other accessories upon delivery and during the work. Any defective or damaged materials found during field inspection or during tests shall be removed from the site and replaced by, and at the expense of, the Contractor.

F. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Fittings shall be drained and stored in a manner that will protect them from damage.

G. Gaskets shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-delivered-to-site and first-to-be-installed rotation basis. Mechanical-joint glands, bolts, and washers shall be handled and stored in a manner that will ensure proper use with respect to types and sizes.

H. All pipe and appurtenances shall be inspected by City or Engineer representative for any defects or abnormalities upon delivery and prior to installation.

3.2 STRUCTURES

A. All structures shall be protected against impact prior to installation.

B. Only equipment of sufficient capacity and proper design shall be used in the handling of the structures.

C. All structures shall be inspected upon arrival and prior to installation for any defects.

END OF SECTION

SECTION 01720
FIELD ENGINEERING

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall do the following:

A. Provide and pay for the following field engineering services required for the Project:

1. Survey work required in the execution of the Project.
2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.

B. Retain the services of a registered land surveyor licensed in Florida to do the following:

1. Identify existing control points and property line corner stakes as required.
2. Verify all existing structure locations and all proposed structure corner locations, tank locations, and equipment locations within the Project site.
3. Maintain an accurate location of all buried piping 2 inches in diameter and larger.

1.2 RELATED WORK

A. Section 01100, Summary of Work.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance.

B. The Contractor shall submit to the Engineer the name and address of the registered land surveyor or professional engineer.

C. On request of the Engineer, the Contractor shall submit documentation to verify the accuracy of field engineering work.

D. The Contractor shall submit a certificate signed by a registered land surveyor certifying that elevations and locations of improvements are in conformance or non-conformance with Subcontract Documents.

E. At the end of the Project and before final payment, submit certified drawings as specified in Section 01785, Paragraph 3.02F, with the Surveyor's title block (signed and sealed by the registered land surveyor). These drawings shall be included with and made a part of the project record documents.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. All work will be performed in accordance with the Minimum Technical Standards set forth by the Board of Professional Surveyors and Mappers.

1.6 QUALITY ASSURANCE

A. Existing basic horizontal and vertical control points for the project are those designated on Drawings.

B. Locate and protect control points before starting site work and preserve all permanent reference points during construction:

1. Make no changes or relocations without prior written notice to the Engineer.
2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.
3. Require the surveyor to correctly replace project control points which may be lost or destroyed.
4. Establish replacements based on original survey control.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS

A. Registered land surveyor of the discipline required for the specific service on the project, currently licensed in Florida.

1.10 SYSTEM DESCRIPTION

A. The Contractor shall utilize City of Bradenton permanent benchmarks on the site, referenced to data established by survey control points:

1. Record locations, with horizontal and vertical date, on Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means:

1. Site improvements:

a. Project baseline and stationing.
b. Stakes for grading, fill, and topsoil placement.
c. Utility slopes and invert elevations.

2. Building foundation, column locations, and floor levels.

C. From time to time, verify layouts by the same methods.

D. Maintain a complete and accurate log of all control and survey work as the work progresses.

E. As a condition for approval of monthly progress payment requests, update the project record drawings monthly based on the work performed during the month ending at the pay request. The Contractor shall coordinate this monthly with the Owner's representative on the site as part of the pay request.

F. Maintain an accurate record of piping changes, revisions, and modifications.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01730
CUTTING, CORING, AND PATCHING

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall provide all cutting, coring, fitting, and patching, including attendant excavation and backfill, required to complete the Work or to accomplish the following:

1. Make the Work's several parts fit together properly.
2. Uncover portions of the Work to provide for installation of ill-timed work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to requirements of Subcontract Documents.
5. Remove samples of installed work as specified for testing.
6. Provide routine penetrations of non-structural surfaces for installing piping.

1.2 RELATED WORK

A. Section 01100, Summary of Work.
B. Division 2, Site Construction.
C. Section 03301, Concrete and Reinforcing Steel

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance.

B. The Contractor shall submit a written request well in advance of executing any cutting or alteration which affects the following:

1. Work of the Owner or any other Contractor.
2. Structural value or integrity of any element of the Project.
3. The integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
4. The efficiency, operational life, maintenance, or safety of operational elements.
5. Visual qualities of elements exposed to view.

C. The written request shall include the following:

1. Identification of the Project.
2. Description of affected Work.
3. The necessity for cutting, altering, or excavating.
4. The effect on the work of the Owner or any other Contractor or on the structural or weatherproof integrity of the Project.
5. Description of proposed Work:

    a. Scope of cutting, patching, alteration, or excavation.
    b. Trades which will execute the Work.
    c. Products proposed to be used.
    d. Extent of refinishing to be done.

6. Alternatives to cutting and patching.
7. Cost proposal, when applicable.
8. Written permission of any other Contractor whose work will be impacted.

D. The Contractor shall submit written notice to the Owner designating the date and the time the Work will be uncovered.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

PART 2 PRODUCTS

2.1 MATERIALS

A. Concrete and grout for rough patching shall be as specified in Division 3.
B. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 EXECUTION

3.1 INSPECTION

A. The Contractor shall inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering Work, the Contractor shall inspect conditions affecting installation of products or performance of the Work.

C. The Contractor shall report unsatisfactory or questionable conditions to the Engineer in writing and shall not proceed with work until the Engineer has provided further instructions.

D. All cutting and coring shall be performed in such a manner as to limit the extent of patching.

E. All holes cut through concrete and masonry walls, slabs, or arches shall be core-drilled unless otherwise approved. No structural members shall be cut without approval of the Engineer, and all such cutting shall be done in a manner directed by the Engineer. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.

F. If holes are cored through floor slabs, they shall be drilled from below.

G. Rough patching shall be such as to bring the cut or cored areas flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

3.2 PREPARATION

A. Provide adequate temporary support as necessary to ensure the structural value or integrity of the affected portion of the Work.

B. Provide devices and methods to protect other portions of the Project from

damage.

C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work and maintain excavations free from water.

D. Perform coring with an approved non-impact rotary tools with diamond core drills. The size of the holes shall be suitable for pipe, conduit, sleeves, and equipment or mechanical seals to be installed.

E. Ensure that all equipment conforms to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring, and maintenance.

F. Provide protection for existing equipment, utilities, and critical areas against water or other damage cause by drilling operation.

G. Following drilling, vacuum or otherwise remove from the area all slurry or tailings resulting from coring operations.

3.3 PERFORMANCE

A. Cut and demolish by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

B. Excavate and backfill by methods which will prevent settlement or damage to other work.

C. Employ the original installer or fabricator to perform cutting and patching for the following:

1. Weather-exposed or moisture-resistant elements.
2. Sight-exposed finished surfaces.

D. Fit and adjust products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

E. Cut with a concrete wall saw and diamond saw blades of proper size.

F. Control slurry generated by sawing operation on both sides of wall.

G. When cutting a reinforced concrete wall, cut so as not to damage the bond between the concrete and reinforcing steel left in structure. Make the cut so

that steel neither protrudes nor is recessed from the face of the cut.

H. Install adequate bracing of the area to be cut before cutting starts. Check the area during sawing operation for partial cracking and provide additional bracing as required to prevent a partial release of the cut area during sawing operations.

I. Provide equipment of adequate size to remove cut panel.

J. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Subcontract Documents.

K. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

L. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to the nearest intersection.
2. For an assembly, refinish the entire unit.

END OF SECTION

SECTION 01735
CONTROL OF WORK

PART 1 GENERAL

1.1 SCOPE OF WORK (NOT USED)

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 PROJECT SITE

A. The Contractor shall furnish equipment, which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress that will ensure the completion of the work within the Contract Time. If at any time the plan appears to be inefficient, inappropriate, or insufficient for securing the quality of work required or for producing the rate of progress stated above, the Engineer may order the Contractor to increase the efficiency, change the character, or increase the plant and equipment and the Contractor shall conform to such an order. Failure of the Engineer to give such an order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.11 PRIVATE LAND

A. Do not enter or occupy private land outside of easements, except by permission of the land owner.

1.12 PIPE LOCATIONS

A. Locate pipelines substantially as indicated on the Drawings. The Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him of laying and jointing different or additional items where required.

1.13 OPEN EXCAVATIONS

A. Adequately safeguard all open excavations by providing temporary barricades, caution signs, lights, and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workers. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard or if it excessively restricts traffic at any point, the Engineer may require special construction procedures, such as limiting the length of the open trench, prohibiting stacking excavated material in the street, and requiring that the trench be closed overnight.

B. Take precautions to prevent injury to the public due to open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles that could be dangerous to the public at night.

1.14 TEST PITS

A. Excavate test pits, at the direction of the Engineer, to locate underground pipelines or structures in advance of the construction. Backfill test pits immediately after their purpose has been satisfied and restore and maintain the surface in a manner satisfactory to the Engineer.

1.15 MAINTENANCE OF TRAFFIC

A. Unless permission to close a street is received in writing from the proper authority, place all excavated material so that vehicular and pedestrian traffic may be maintained at all times. If the construction operations cause traffic hazards, repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the Engineer.

B. Maintenance of traffic shall be in accordance with Florida Department of Transportation (FDOT). Detours around construction will be subject to the approval of the Owner. Where detours are permitted, provide all necessary barricades and signs as required to divert the flow of traffic. Expedite construction operations while traffic is detoured. The Owner will strictly control

periods when traffic is being detoured and road closures.

C. Take precautions to prevent injury to the public due to open trenches. Night watchmen may be required where special hazards exist or police protection provided for traffic while work is in progress. The Contractor shall be fully responsible for damage or injuries whether or not police protection has been provided.

1.16 CARE AND PROTECTION OF PROPERTY

A. The Contractor shall be responsible for preserving all public and private property and use every precaution necessary to prevent damage to this property. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, the Contractor shall restore such property to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the Engineer.

1.17 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

A. The Contractor shall assume full responsibility for protecting all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations.

B. Assistance will be given the Contractor in determining the location of existing services. The Contractor, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines, and sewers). The Contractor shall maintain services to buildings and pay costs or charges resulting from damage to such services.

C. Notify all utility companies in writing at least 72 hours (excluding Saturdays, Sundays, and Legal holidays) before excavating in any public way. Also notify Sunshine State One Call of Florida, telephone 1-800-638-4097 at least 72 hours before starting work.

D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the Owner is required, the Engineer may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under the General Conditions. If relocation of a privately owned utility is required, the Engineer will notify the Utility to perform the work as expeditiously as possible. The Contractor shall cooperate with the

Engineer and Utility. No claim for delay will be allowed due to such relocation.

E. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs associated shall be included in the Contract Price.

F. Coordinate the removal and replacement of traffic loops and signals, if required for the performance of the work, at no additional cost to the Owner.

1.18 WATER FOR CONSTRUCTION PURPOSES

A. In locations where public water supply is available, the Contractor may be allowed to use water for construction purposes. The cost to obtain water shall be included in the Contract Price.

B. The Contractor shall obtain a hydrant meter through Utility Billing to provide water for construction purposes for the length of the contract. All costs associated with obtaining the meter and the cost of the water shall be included in the contract price.

C. Waste of water by the Contractor shall be sufficient cause for withdrawing the use of water.

1.19 MAINTENANCE OF FLOW

A. Provide for the flow of water mains, sewers, drains, and water courses interrupted during the progress of the work, and immediately cart away and remove all offensive matter. Discuss the entire procedure of maintaining existing flow with the Engineer well in advance of the interruption of any flow.

B. The Contractor shall be responsible for operating valves, tapping existing water mains where indicated on the Drawings, issuing and rescinding boil water notices when required, and repairing water and sewer services damaged during construction. The Contractor shall coordinate with the Owner by providing at least 48-hour notice for planned activities. Notification shall be provided to the Owner as soon as practical, but no later than 1 hour, after the occurrence of unplanned activities. Work under this paragraph shall be included in the Bid price, and will be accomplished at no additional cost to the Owner.

C. Door hangers, in the form provided at the end of this Section, shall be used to communicate with businesses and homeowners affected by this project. Communication shall include, but not be limited to, notifying businesses and homeowners of upcoming work that may affect water quality and precautions that can be taken to prevent adverse impacts, notification of planned interruptions of

service, and boil water notices. Work under this paragraph shall be included in the Bid price and shall be accomplished at no additional cost to the Owner.

1.20 COOPERATION WITHIN THIS CONTRACT

A. All firms or persons authorized to perform any work under this Contract shall cooperate with the General Contractor and subcontractors or trades and assist in incorporating the work of other trades where necessary or required.

B. Cutting and patching and drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated in this Section or directed by the Engineer.

1.21 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

A. During the work keep the site of operations as clean and neat as possible. Dispose of all residue resulting from the construction work and at the conclusion of the work remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.

B. To prevent environmental pollution arising from the construction activities related to the performance of this Contract, comply with all applicable Federal, State, and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related Sections.

C. Disposing of excess excavated material in wetlands, stream corridors, and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by the Contractor will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Price.

1.22 SPECIAL WORK HOUR LIMITATIONS (NOT USED)

1.23 CHARACTER OF THE CONTRACTOR'S SUPERINTENDENT AND WORKERS

A. The Contractor's superintendent and project manager shall conduct themselves in a professional manner. If, in the opinion of the Owner, the superintendent and project manager do not conduct themselves in a professional and courteous manner, the Owner may request the superintendent and/or the project manager be relieved of their responsibilities and removed from the project. Upon written

notice from the Owner, the Contractor shall immediately remove the superintendent and/or the project manager of their responsibilities and removed from the project. The work of this project must be conducted under the supervision of a full-time superintendent.

B. Any person employed by the Contractor or by any subcontractor who in the opinion of the Owner does not conduct him/herself in a professional and courteous manner or is intemperate or disorderly, shall, at written request of the Owner, be removed immediately by the Contractor or subcontractor employing such person, and that person shall not be allowed to work on any other portion of work in this Contract without written approval of the Engineer. Should the Contractor fail to remove such person(s) or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Owner may request the work be suspended until compliance with such orders has been met. Contract time will not be stopped during this time.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

Sample Door Hanger

FY2015 WATER MAIN IMPROVEMENTS – YEAR 2

bradenton
The Friendly City

IMPORTANT NOTICE

This is to inform you that the City of Bradenton has secured the services of _____ to replace existing potable water mains in your neighborhood. The work is scheduled to start on or about _____(AM/PM) on _____ (Date).

A new service connection will be installed to your existing water meter box. All work will be done in the right-of-way or dedicated easements and the construction area will be restored to existing conditions. If you have any questions please contact _____ at _____.

Every effort will be made to keep inconveniences to a minimum. We ask for your cooperation and patience during the construction of this important improvement.

It is recommended that you flush your plumbing system after the new service is connected by removing faucet screens and running faucets and exterior spigots for 2 minutes.

END OF SECTION

SECTION 01740
CLEANING

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall execute cleaning during progress of the Work and at the completion of the Work as required by the General Conditions.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 ENVIRONMENTAL CONCERNS

A. Cleaning and disposal operations shall comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

The Contractor shall do the following:

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

PART 3 EXECUTION

3.1 PERIODIC CLEANING

The Contractor shall do the following:

A. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish, and windblown debris.

B. Provide onsite containers for the collection of waste materials, debris, and rubbish.

C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal areas away from the site.

D. Street sweeping on roadways adjacent to the project shall be swept at least once per week or more frequently if directed by City staff.

E. Watering to reduce dust shall be completed as needed or as directed by City staff.

3.2 FINAL CLEANING

A final walk through shall be completed within the 10 days prior to the anticipated final completion of the project to identify cleaning to be completed prior to final completion. The Contractor shall do the following:

A. Employ skilled workers for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from interior and exterior surfaces exposed to view.

C. Broom clean exterior paved surfaces; rake clean other surfaces.

D. Vacuum all storm boxes where erosion control measures were required to remove leaf litter, trash, soil, rocks, or other media deposited during construction.

E. Before final completion, inspect the project area and lay down area to verify that the entire Work is clean.

END OF SECTION

SECTION 01745
MISCELLANEOUS WORK, RESTORATION AND CLEANUP

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform the miscellaneous work not specified in other Sections but obviously necessary for the proper completion of the work as shown on the Drawings.

B. When applicable, perform the work in accordance with other related Sections. When no applicable specification exists, perform the work in accordance with the best modern practice and/or as directed by the Owner.

C. The work of this Section includes but is not limited to the following:

1. Crossing and relocating existing utilities.
2. Restoring driveways and sidewalks.
3. Cleaning up.
4. Performing incidental work.
5. Protecting and/or removing and reinstalling/replacing signs, lampposts, and mailboxes.
6. Restoring and replacing curbing.
7. Protecting and bracing utility poles.
8. Restoring easement and right-of-ways.
9. Construction signage.
10. Obtaining and complying with construction permits.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. FDOT Design Standards for Design, Construction, Maintenance, and Utility Operations on the State Highway System

1. Index Series 600, “Traffic Control Through Work Zones.”

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

PART 2 PRODUCTS

2.1 MATERIALS

A. Materials required for this Section shall be the same quality of materials that are to be restored. Where possible, re-use existing materials that are removed.

PART 3 EXECUTION

3.1 CROSSING AND RELOCATING EXISTING UTILITIES

A. Perform any extra work required in crossing culverts, watercourses including brooks and drainage ditches; storm drains; gas mains; water mains; electric, telephone, gas and water services; and other utilities. This work shall include bracing, hand excavation, backfill (except crushed stone), and any other work required for crossing the utility or obstruction not included for payment in other items in the Bid Form. The Contractor shall be responsible for notifying all utilities.

B. In locations where existing utilities cannot be crossed without interfering with the construction of the work as shown on the Drawings, remove and relocate the utility as directed by the Owner or cooperate with the Utility Companies concerned if they relocate their own utility.

C. At pipe crossings and where designated by the Owner, furnish and place crushed stone bedding so that the existing utility or pipe is firmly supported for its entire exposed length. The bedding shall extend to the mid-diameter of the pipe crossed. Payment for crushed stone at pipe crossings will be made according to

the unit price bid in the Bid Form.

3.2 RESTORING BITUMINOUS CONCRETE DRIVEWAYS, SIDEWALKS, AND CROSSWALKS

A. Existing public and private driveways disturbed by the construction shall be replaced. Paved drives shall be repaved to the limits and thicknesses existing before construction as detailed in Section 02513 Sidewalks, Driveways, and Curbs.

B. Existing public and private sidewalks and crosswalks disturbed by the construction shall be replaced with sidewalks and crosswalks as detailed in Section 02513 Sidewalks, Driveways, and Curbs.

C. Additional compensation shall not be made for driveways, sidewalks, and crosswalks that are disturbed as part of the installation of potable water and sewer services as shown in the construction plans

3.3 CLEANING UP

A. Remove all construction material, excess excavation, buildings, equipment, and other debris remaining on the job as a result of construction operations and restore the site of the work to a neat and orderly condition.

3.4 INCIDENTAL WORK

A. Perform all incidental work not otherwise specified but obviously necessary to the proper completion of the work as shown on the Drawings and as specified in this Section.

3.5 PROTECTION AND/OR REMOVAL AND REINSTALLATION/REPLACEMENT OF SIGNS, LAMPPOSTS, AND MAILBOXES

A. Existing signs, lampposts, and mailboxes that may be damaged or removed when installing the new pipelines shall be reinstalled in a vertical position in the same location from which they were removed. Replace damaged items with items of equal or better quality than the damaged items. Provide a concrete anchor as necessary to ensure a rigid alignment. Exercise care in reinstalling all items to prevent damage to the newly installed pipelines.

3.6 RESTORATION AND REPLACEMENT OF CURBING

A. The Contractor shall protect concrete, bituminous, or timber curbing. If necessary,

remove curbing and replace it after backfilling. Curbing which is damaged during construction shall be replaced with curbing of equal quality and dimension at the Contractor's expense.

3.7 PROTECTION AND BRACING OF UTILITY POLES

A. Make all arrangements with the proper utility companies for bracing and protecting all utility poles that may be damaged or endangered by the operations. Work under this item shall include the related removal and reinstallation of guy wires or support poles whether shown on the Drawings or not.

3.8 RESTORING EASEMENTS AND RIGHT-OF-WAYS

A. The Contractor shall be responsible for all damage to private property due to the operations. Protect from injury all walls, fences, cultivated shrubbery, vegetables, fruit trees, pavement, underground facilities such as water pipe, or other utilities that may be encountered along the route. If removal and replacement are required, it shall be done in a workmanlike manner so that replacement is equivalent to or better than that which existed before construction.

B. Existing lawn and sod surfaces damaged by construction shall be replaced. Cut and replace the lawn and sod or restore the areas with an equivalent depth and quality of loam, sod, and fertilizer as necessary to produce a stand of grass at least equal to that existing before construction. These areas shall be maintained and resodded, if necessary, until all work under this Contract has been completed and accepted. Any additional work required to restore the property to the original condition shall be performed.

C. Existing trees, shrubs, plants, and bushes outside of easements shall be fully protected. The work shall also include removing and replacing those trees, shrubs, and bushes as indicated on the Drawings. It shall include the careful excavation of the root ball, which shall be wrapped with burlap while out of the ground. Replant the plants after backfilling the trench, stake them in an upright position, and periodically water replanted trees, bushes, and shrubs. The Contractor is fully responsible for ensuring that any and all trees, bushes, and shrubs removed and replanted "take" and return to a viable state. Any replanted item that fails to "take" or that is so damaged as to be unsuitable for replanting shall be replaced, at no additional cost to the Owner, with a tree, bush, or shrub equal to the one removed.

D. As described in Section 02230, Site Preparation, trees damaged beyond repair through no fault of the Contractor shall be removed as directed by the Owner.

Replacement of these trees will be as directed by the Owner and paid for by the Owner.

E. The Owner will inspect all work for provisional acceptance upon the written request received at least 10 days before the anticipated date of inspection.

1. At the end of this period, any plant that is missing, dead, or not in satisfactory growth, as determined by the Owner, shall be replaced.
2. All replacements shall be plants of the same kind and size. They shall be furnished and planted as specified in this Section. The cost of replacement shall be borne by the Contractor except where it can be definitely shown that loss resulted from vandalism or the Owner's failure to maintain plantings as instructed.
3. At the end of the guarantee period, the Owner will inspect the plantings upon written request submitted by the landscape contractor at least 10 days before the anticipated date.
4. After all necessary corrective work has been completed and tree staking has been removed, the Owner will certify in writing the final acceptance of the planting.

3.9 CONSTRUCTION SIGNAGE

A. Furnish, install, maintain, and remove warning devices and traffic and construction signs in accordance with FDOT Index Series 600 and as directed by the Owner.

3.10 PERMITS

A. The Contractor is responsible for obtaining and complying with all permits or their implementation, including the Minor Impact Wetlands Permit, FDEP Notice of Intent, and the NPDES Construction Dewatering Permit.

END OF SECTION

SECTION 01770
PROJECT CLOSEOUT

PART 1 GENERAL

1.1 SCOPE OF WORK (NOT USED)

1.2 RELATED WORK

A. Administrative Provisions for Substantial Completion and for Final Acceptance.
B. Section 00700, General Conditions of the Contract.
C. Section 01000, Project Requirements.
D. Section 01740, Final Cleaning.
E. Section 01785, Record Documents.

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 SUBSTANTIAL COMPLETION

A. When the Contractor considers that the Work or designated portion of the Work is Substantially Complete, the Contractor shall submit written notice to the Engineer with a list of items to be completed or corrected.

B. If the Engineer's inspection finds that the Work is not substantially complete, the Engineer will promptly notify the Contractor in writing, listing observed deficiencies.

C. The Contractor shall remedy deficiencies and send a second written notice of Substantial Completion.

D. When the Engineer finds the Work is Substantially Complete, the Engineer will prepare a Certificate of Substantial Completion.

1.11 FINAL COMPLETION

A. When the Contractor considers that the Work or designated period of the Work is complete, the Contractor shall submit written certification to the Engineer indicating the following:

1. The Contract Documents have been reviewed.
2. The Work has been inspected for compliance with the Contract Documents.
3. The Work has been completed in accordance with the Contract Documents and deficiencies listed with Certificates of Substantial Completion have been corrected.
4. The Work is complete and ready for final inspection.
5. All required shop drawings, catalog cuts, maintenance manuals, instruction manuals, test reports, samples, operational manuals, and all other submittals have been submitted and reviewed by the Engineer.
6. All deliverables have been delivered or placed as accepted by the Engineer.

B. If the Engineer's inspection reveals that the Work is incomplete, the Engineer will promptly notify the Contractor in writing listing observed deficiencies.

C. The Contractor shall remedy deficiencies and send a second certification of Final Completion.

D. When the Engineer finds that the Work is complete, the Engineer will consider closeout submittals.

1.12 CLOSEOUT SUBMITTALS

A. Evidence of Compliance with Requirements of Governing Authorities:

1. All required Certificates of Inspection.

B. Record Documents: Under provisions of Section 01785, Record Documents.

C. Evidence of Payment and Release of Liens: In accordance with Conditions of the Contract.

D. Consent of Surety to Final Payment.

1.13 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit final statement reflecting adjustments to total Contract Price, indicating the following:

1. Original total Contract Price.
2. Previous change orders.
3. Changes under allowances.
4. Changes under unit prices.
5. Deductions for uncorrected Work.
6. Deductions for liquidated damages.
7. Deductions for re-inspection fees.
8. Other adjustments to total Contract Price.
9. Total Contract Price as adjusted.
10. Previous payments.
11. Sum remaining due.

B. The Engineer will issue a final Change Order reflecting approved adjustments to the total Contract Price not previously made by change orders.

1.14 APPLICATION FOR FINAL PAYMENT

A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01780
WARRANTIES AND BONDS

PART 1 GENERAL

1.1 SCOPE OF WORK

The Contractor shall do the following:

A. Compile specified warranties and bonds.
B. Co-execute submittals when so specified.
C. Review submittals to verify compliance with Contract Documents.
D. Submit submittals to the Owner for review.

1.2 RELATED WORK

A. Section 00700, Standard General Conditions of the Construction Contract.
B. Section 00800, Supplementary Conditions.
C. Section 01600, Materials and Equipment.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Assemble warranties, bonds, and service and maintenance contracts executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: two each.

C. Table of Contents: Neatly typed, in sequence of the Specifications. Provide completion information for each item as follows:

1. Product or work item.

2. Firm, address, telephone, fax and E-mail number, and name of principal.

3. Scope.

4. Date of beginning of warranty, bond, or service and maintenance contract.

5. Duration of warranty, bond, or service and maintenance contract.

6. Provide information for Owner's personnel:

   a. Proper procedure in case of failure.
   b. Instances that might affect the validity of warranty or bond.

7. Contractor, with address, telephone, faxes and E-mail numbers, and the name of responsible principal.

D. Submittal of warranties, bonds, and service and maintenance contracts shall be included in submittals for review and before Final Completion with actual dates included.

E. The Contractor's obligation to correct defective or nonconforming Work shall run for 1 year (or such longer period may otherwise be specified in the Contract Documents) beginning from the date Substantial Completion is achieved.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and this Section.

B. All mechanical and electrical equipment together with devices of whatever nature and all components which are furnished and/or installed by the Contractor shall be guaranteed.

C. The guarantee shall be against the manufacturing and/or design inadequacies, materials, and workmanship not in conformity, improper assembly, hidden damage, failure of devices and/or components, excessive leakage, or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for 1 year or such longer period as may be shown and/or specified from and after the date of Substantial Completion.

D. The Contractor shall replace and install each piece of equipment, device, or component which shall fail within the term specified above of the guarantee with reasonable promptness without increase in the Contract Price. If the Contractor fails to provide timely repairs as specified in this Section, the Owner shall issue a claim against the Contractor's Bond. In some instances, if approved by the

Owner, the Contractor may be allowed to repair the equipment.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01785
RECORD DOCUMENTS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section details the minimum requirements for the Contractor for maintenance and recording of Record Documents and Drawings.

1.2 RELATED WORK

A. Section 01000, Project Requirements.
B. Section 01300, Contract Administration.
C. Section 01330, Submittal and Acceptance.
D. Section 01770, Project Closeout.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330 Submittals and Acceptance and record documents as specified below:

A. The Contractor shall institute a computerized record control program.

B. The Contractor shall make documents and samples available at all times for inspection by the Engineer.

C. At Contract closeout, the Contractor shall transmit Record Documents and samples with cover letter to the Engineer, listing the following:

1. Date
2. Project Title and Number
3. Contractor's Name and Addresses
4. Number and Title of each Record Document
5. Signature of Contractor or its Authorized Representative
6. Contract Section and Subsection numbers
7. Location

D. Before assembling and submitting records, the Contractor shall review for completeness the records maintained by its subcontractors.

E. Contractor "red lines", where done manually or with a software program, of all Construction Documents and Shop Drawings, subcontractors, and suppliers of

materials or equipment shall be corrected to show the Work as actually completed or installed. “Red Line” drawings showing the work progress for the payment period shall be submitted with each application for payment with the closing date of the pay application recorded on the cover. Quantities and installation date shall be noted on each item for the applicable pay period.

1.4 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.5 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CONTRACTOR PROJECT RECORD

The Contractor shall record construction information as follows:

A. Record and update daily record information from field notes on a set of approved construction drawings and to the satisfaction of the Engineer. The Contractor shall maintain a separate field log book containing swing ties to all underground infrastructure including, but not limited to, fittings, service taps, disinfection ports, buried valves, capped lines for future connections, and ends of water mains placed out of service. Swing ties shall be from permanent structures. The log book shall become the property of the Owner at the conclusion of the project.

B. Provide hard copy “red line” changes to existing and proposed information shown on the construction plans with each pay application and a complete marked up hard copy construction plan set at the end of the project.

C. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

D. The Contractor shall label and file Record Documents and samples in accordance with the corresponding Specification Section number. Each document shall be labeled “PROJECT RECORD” in neat, large, printed

letters. Record Documents shall be maintained in a clean, dry, and legible condition. Record documents shall not be used for construction purposes.

E. The Contractor shall provide hard copy scans of the field log book containing swing tie information and red-lined as-built drawings at each monthly construction meeting for review by the Owner and Engineer. Failure to produce adequate as-built information will be grounds for withholding appropriate funds from the monthly payment applications.

3.2 CONTRACTOR AS-BUILT DRAWING REQUIREMENTS

As used in this document, the term "as-built drawing" refers to drawings signed and sealed by a Florida registered surveyor and mapper (PSM). As-built information will be provided to the Engineer of Record who will prepare Record Drawings based on as-built information provided by the PSM and from information provided by the Contractor's staff.

A. The as-built drawings cover sheet will be signed, sealed and dated by the PSM. The cover sheet will include the PSM"s name, business name, PSM number, address and telephone number and contain the following statement: "I hereby certify that the as-built location information of the potable water, reclaimed water, sanitary sewer and drainage facilities shown on these drawings conforms to the minimum technical standards for land surveying in the State of Florida, Chapter 5J17.050(10)(i) (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of our knowledge and belief."

B. All subsequent pages in the plan set that contains survey information shall be signed and sealed including plan/profile sheets and detail sheets.

C. The As-Built plan set shall be submitted as a complete set of Construction Drawings without any pages omitted.

As-builts will contain the information on the design drawings, plus the following additional requirements:

A. As-builts are to document changes between the design and construction. All information that is incorrect due to changes during construction will be corrected. Incorrect or no longer relevant information will be struck through. Any facilities constructed in a horizontal or vertical location materially different (one foot horizontal, one foot vertical) than the design location will have their design location struck through and will be redrafted at the constructed location. Design drawing dimensioning to water and sewer facilities will be corrected as necessary.

B. Drawings will be a complete set including cover sheet, index (if one was included in the approved design drawings) and any other sheets included in the approved design set. Standard detail sheets are not necessary.

C. As Built Drawings shall be a special revision of the Construction Drawings and shall reflect the following:

1. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to Northings and Eastings. **All vertical elevations shall be referenced to vertical datum NAVD88.** Horizontal locations shall be tied to NAD83. All survey data shall be tied to an established, current City Benchmark.

2. Field changes of dimension and detail.

3. Changes made by modifications.

4. Details, both above and below ground, not on original construction drawings, including but not limited to other utilities (telecom, electrical, gas, water, sanitary, storm, abandoned pipe and service type, etc).

5. The water distribution, wastewater collection, storm collection, and transmission utility systems shall be located and the locations shall be depicted and noted on the As Built Drawings by state plane coordinates, and by elevation relative to established benchmarks referenced to NAVD 1988.

    a. Primary elements of the utility systems are listed below but not limited to those that shall be located and noted by state plane coordinates and elevation:
        1) Center of wet well
        2) Bottom of wet well
        3) Center of manhole lids
        4) Top of stormwater grates or curb inlet lids
        5) Flow line elevation at curb inlet
        6) Top of pipe on pressure pipes at intervals no greater than 25 feet apart and at locations where there is a substantial grade change
        7) Valves
        8) Fittings
        9) Meter Boxes
        10) Sanitary Cleanouts
        11) Capped locations for lines intended for future connections
        12) Blow off assemblies
        13) Line stop saddles, plugs, and thrust blocks

14) Sanitary and storm pipe inverts
15) Conflict type and location
16) Existing facilities not shown in construction drawings
17) Corners of slabs
18) Edges of driveways at 10-foot intervals

b. At locations where a top of pipe elevation is required for pipeline, a top of ground or top of pavement elevation shall also be measured and noted on the Drawings.

c. Horizontal locations required for valves, fittings, services, and other utility structures shall be to the center of each installation. Top of ground or pavement elevations required along pipelines shall be reported to the nearest 0.1 foot. Top of pipe elevations shall be reported to the nearest 0.1 foot. Elevations of manhole rims and manhole pipe inverts shall be reported to the nearest 0.1 foot.

3.3 AUTOCAD REQUIREMENTS

A. The Contractor shall provide the City with a complete set of As Built Drawings in the AutoCAD 2013 Civil 3D or latest version of AutoCAD format upon completion of the Work. No additional compensation will be allowed for the Contractor to provide the AS Built Drawings except those allowed in the bid form. The Contractor shall use the AutoCAD drawings furnished by the Engineer at the start of the project and incorporate As Built layers for each unique layer as applicable to the project. As Built Drawings must be submitted in the AutoCAD format of the contract drawings. No other CAD software or format will be accepted. It is Contractor's sole responsibility to ensure that the As Built Drawings conform to the following CAD requirements:

1. Two sets of full-sized hard copy drawings shall be submitted to the Engineer as well as digital AutoCAD files on a CD labeled as DRAFT for initial review. Each CD shall be clearly labeled with the appropriate project number, client name, date, and file names included on each CD. If files are compressed, a description of the compression software must be included along with a copy of the appropriate uncompressing software.
2. All changes to drawings must be done in accordance with the same scale of the drawing revised and shall be delineated by placing a "cloud" around the areas revised and adding a revision triangle indicating the appropriate revision number.
3. Each drawing must have the revision block completed to indicate the revision number, date, and initials of the person revising the drawing.

The description of the revision must say "As Built Drawing." This procedure must be followed for every drawing even when no changes are made to the drawing.

4. All revisions to drawings must be put on separate layers with the layer names prefixed ASB- followed by the appropriate existing layer name. The colors and line types of the appropriate existing layers shall be adhered to when creating new layers.
5. When all comments on the DRAFT submittal have been addressed, the Contractor shall provide two full-sized reproducible sets of As Built Drawings, signed and sealed by the surveyor as well as CAD files in digital format and a pdf of the As Built Drawings.

3.4 RECORD DOCUMENT DELIVERABLES

A. Field markup red line drawings submitted with each pay application.

B. Construction photos, dated and annotated as to location and direction submitted with each pay application.

C. Draft As-Built Drawings shall be submitted at the time of substantial completion for a review of underground facilities. Comments shall be provided to incorporate into the final As-Built submittal.

D. Draft and final As-Builts shall be submitted electronically and as hard copy. The electronic AutoCAD file shall be the file provided by the Owner at the start of the project with additional layers reflecting the As-Built data (example ASB-Water).

END OF SECTION

DIVISION 2

SITE WORK

SECTION 02220
DEMOLITION AND REMOVAL

PART 1 GENERAL

1.1 WORK INCLUDED

A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and demolish, modify, remove, and dispose of work shown on the Drawings and as specified in this Section.

B. The work includes but is not limited to demolishing, modifying, and removing existing materials, equipment, or work necessary to install the new work as shown on the Drawings and as specified in this Section and to connect with existing work in an approved manner.

C. Demolition, modifications, and removals which may be specified under other Sections shall conform to requirements of this Section.

D. Demolition and modifications include:

1. Removal and disposal of existing asphalt, driveways, sidewalks, drainage structures, piping, and miscellaneous items as shown on the Drawings.
2. Off-site disposal of excavated, demolished, excess, and/or unacceptable materials.
3. Abandoned-in-Place (AIP) water main pipe.

E. Blasting and the use of explosives will not be permitted for any demolition work.

1.2 RELATED WORK

A. The General and Supplementary Conditions of these specifications are a part of this Section as if incorporated herein.

B. Other related Specification Sections contained herein are listed below:

1. Section 02230, Site Preparation.
2. Section 02300, Earthwork for Structures.
3. Section 02305, Earthwork for Utilities.
4. Section 02920, Sodding.

1.3 DEFINITIONS

A. "Demolition" and/or "Demolish" shall mean the disassembly, de-installation, retirement, or destruction of all or part of an existing improvement, structure, anchored or set piece of equipment, or other existing feature of the site, including temporary removals, pavement, and utilities.

B. "Removal" shall mean to become the property of the Contractor and be transported in total from the site by the Contractor's actions.

C. "Salvage" shall mean to carefully demolish with the intent of preserving value and function, or the material and/or equipment resulting from such activity. Salvage items shall be any equipment or material identified by the Engineer for preservation and/or that which could reasonably be expected to be of value to the Owner.

1.4 REFERENCE STANDARDS

A. Latest edition of the Florida Department of Transportation Standard Specifications Section 120
B. ANSI A 10.6—Demolition Operations.
C. Pertinent OSHA Standards.
D. State, county, and local regulations and policies on demolition and disposal of construction debris.

1.5 QUALITY ASSURANCE

A. The Contractor shall not begin work prior to verifying site conditions as specified in Section 02230, Site Preparation.

B. The Contractor shall submit, upon request of the Engineer, suitable documentation of proper disposal of demolition debris.

1.6 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Submit to the Engineer two copies of proposed methods and operations of demolition of the structures and modifications before beginning work. Include in the schedule the coordination of shutoff, capping, and continuation of utility service as required.

B. Furnish a detailed sequence of demolition and removal work to ensure the

uninterrupted progress of the Owner's operations. The sequence shall be compatible with sequence of construction and shutdown coordination requirements.

1.7 RECORD DRAWINGS

A. Abandoned-in-Place pipe shall be shown on the Record Drawings as specified in Section 01785.

1.8 JOB CONDITIONS

A. Protection

1. The Contractor shall conduct the demolition and removal work to prevent damage or injury to structures, equipment, piping, instrumentation, conduit, light fixtures, etc., and occupants of the structures and to adjacent features which might result from falling debris or other causes, and so as not to interfere with the use and free and safe passage to and from adjacent structures.

B. Scheduling

1. Carry out operations so as to avoid interference with operations and work in the existing facilities.

C. Notification

1. At least 48 hours before beginning demolition or removal, notify the Engineer in writing of the proposed schedule of the demolition or removal. The Owner shall inspect the existing equipment and identify and mark those items which are to remain the property of the Owner. No removals shall be started without the permission of the Engineer.

D. Conditions of Structures

1. The Owner and the Engineer assume no responsibility for the actual condition of the structures to be demolished or modified.
2. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations within a structure may occur before the start of demolition work.

E. Repairs to Damage

1. The Contractor shall promptly repair damage caused to adjacent facilities by demolition operation when directed by the Engineer and at no cost to the Owner. Repairs shall be made to a condition at least equal to that which existed before construction.

F. Traffic Access

1. The Contractor shall conduct demolition and modification operations and remove equipment and debris to ensure minimum interference with roads onsite and to ensure minimum interference with occupied or used facilities.

2. Special attention is directed towards maintaining safe and convenient access to the existing facilities by homeowners.

3. Maintenance of traffic plans shall be submitted to and approved by City staff at least one week prior to the planned roadway closing.

1.9 DISPOSAL OF MATERIAL

A. Any existing equipment or material, including but not limited to valves, pipes, fittings, hydrants, granite curb, couplings, etc., which is removed or replaced as a result of construction under this project may be designated as salvage by the Engineer or Owner and, if so, shall be excavated, if necessary, and shall be cleaned and stored on or adjacent to the Site in a protected place specified by the Engineer. Salvaged fire hydrants shall be transported by the Contractor to the City's facility at 13th Avenue West and unloaded in a City-designated area. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location at the Contractor's expense.

B. All other material and items of equipment shall become the Contractor's property and must be removed from the site.

C. Storing or selling removed items on the site will not be allowed.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 GENERAL

The Contractor will observe the following:

A. All materials and equipment removed from existing work shall become the property of the Contractor, except for those which the Owner has identified and marked for his/her use. All materials and equipment marked by the Owner to remain shall be carefully removed so as not to be damaged and shall be cleaned and stored on or adjacent to the site in a protected place specified by the Engineer or loaded onto trucks provided by the Owner.

B. The Contractor shall dispose of all demolition materials, equipment, debris, and all other items—except those marked by the Owner to remain—off the site and in conformance with all existing applicable laws and regulations.

C. Pollution Controls

1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.

a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
b. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing before starting the work.

3.2 STRUCTURAL REMOVALS

A. The Contractor shall remove structures to the lines and grades shown unless otherwise directed by the Engineer.

B. All demolition debris shall be removed and taken from the site, unless otherwise approved by the Engineer.

C. After parts or all of slabs and like work which tie into new work or existing work are removed, the point of junction shall be neatly repaired so as to leave only finished edges and surface exposed.

3.3 DEMOLITION, REPLACEMENT, AND REPAIR

A. Structural elements shall not be overstressed. The Contractor shall be responsible for shoring and/or bracing as required and indicated on the Drawings for adequate structural support as a result of work performed.

B. The shoring and/or bracing shall remain in place until the repair mortar and/or concrete in each stage has attained design strength.

3.4 REGULATIONS AND SAFETY

The Contractor shall conduct demolition operations in a safe and legal manner, and fully satisfy the following requirements:

A. Any and all applicable federal, state, or local regulations regarding demolition, hauling, and/or disposal.

B. The requirements of ANSI A10.6.

3.5 PROTECTION

A. The Contractor shall take all necessary precautions to protect the workers, pedestrian, and vehicular traffic from injury or damage during demolition operations.

B. The Contractor will protect existing work that is to remain in place, be reused, or remain the property of the Owner. The Contractor shall erect and maintain barricades with flashing lights and cordons around demolition operations.

C. If, during any phase of the demolitions, structures or portions thereof become inadequately supported or unstable, Contractor will provide adequate supports to assure safety and stability until structure or portion is removed.

3.6 DUST AND DEBRIS

A. The Contractor shall prevent the spread of dust and debris on site to the extent that it may be a nuisance or hazard.

B. Water may be employed to reduce dust to the extent that it does not create a safety hazard, nuisance, or violate erosion and/or stormwater run-off requirements.

3.7 SALVAGE

A. Items identified as salvage shall remain the property of the Owner.

B. Salvage materials shall be carefully removed along with all components and associated items in such a fashion so as to maintain their utility and appearance.

C. Salvage materials shall be stockpiled in an area so identified, and protected from damage by the weather or construction activities.

D. Salvaged materials and/or equipment that are stockpiled and subsequently damaged during the course of the work shall be replaced in kind or by new, equivalent materials, at no additional cost to the Owner.

3.8 REMOVALS

A. Existing structures, foundations, and utilities to be demolished shall be completely removed and disposed of off-site. Foundation removal, including existing bridge pilings, shall proceed to a minimum depth of 3 feet below existing or proposed new grade, whichever is greater. Remaining foundations and utilities are to be shown on the Record Drawings.

B. Existing utilities taken out of service shall be removed and backfilled to the limits of the work, except as otherwise noted in the plans.

C. Any and all other material, structures, or equipment, above or below grade, which may be encountered during the course of the work, whose demolition and removal is necessary for the accomplishment of the work, shall be considered included in and incidental to the demolition herein specified. Such removals shall be made by the Contractor at no additional cost to the Owner.

3.9 CLEANUP AND RESTORATION

A. All holes or excavations that may be necessary for demolition shall be refilled as specified in the Drawings; the affected areas cleaned and re-graded; and all surplus materials removed and left free, clean, and suitable for final completion.

B. Settlement of filled areas shall require refilling, regrading, and refinishing to proper grade.

C. The Contractor shall restore all areas disturbed during demolition to a condition equal to or better than prior to the disturbance.

END OF SECTION

SECTION 02230
SITE PREPARATION

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials and equipment required and perform all site preparation, complete as shown on the Drawings and as specified in this Section.

B. The Contractor shall obtain all permits required for site preparation work before proceeding with the work, including clearing and tree removal.

C. The areas to be cleared, grubbed, and stripped within public rights-of-way and utility easements shall be minimized to the extent possible for the scope of pipeline work and in consideration of the actual means and methods of construction used. No unnecessary site preparation within these areas shall be performed.

D. This work includes, but is not limited to, the following items specified in this Section:

1. Protecting existing trees, shrubs, and manmade improvements.
2. Removing trees and vegetation.
3. Clearing and grubbing.
4. Topsoil stripping.

1.2 RELATED WORK

A. The General and Supplementary Conditions are made a part of this Section as if incorporated herein.
B. Section 01350, Environmental Protection Procedures.
C. Section 02220, Demolition and Removal.
D. Section 02300, Earthwork for Structures.
E. Section 02305, Earthwork for Utilities.
F. Section 02920, Sodding.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance.

B. Submit to the Engineer copies of all permits required before clearing, grubbing, and stripping work.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS (NOT USED)

1.6 QUALITY ASSURANCE

A. Before commencing at any site work, the Contractor shall be satisfied as to the accuracy of all survey data and/or other existing conditions indicated on the drawings and in these specifications, and/or as otherwise provided by the Owner. If the Contractor discovers any inaccuracies, errors, or omissions in the survey data or other representations, he shall immediately notify the Engineer that proper adjustments can be anticipated or ordered. Commencement by the Contractor of any work on the project site or sites shall be held as full acceptance of the accuracy of the survey data and other site information by him, after which time the Contractor shall have no claim against the Owner resulting from any alleged errors, omissions, or inaccuracies of the survey data or representations of the site conditions.

B. Tolerance for backfill elevation in restoration of cleared and grubbed areas shall be ±0.1 foot to the required grade.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 RECORD DRAWINGS (NOT USED)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 CLEARING

A. The Contractor shall cut and remove all timber, trees, stumps, brush, shrubs, roots, grass, weeds, rubbish, and any other objectionable material resting on or protruding through the surface of the ground.

B. The Contractor shall preserve and protect trees and other vegetation designated on the Drawings or directed by the Engineer to remain as specified below.

3.2 GRUBBING

A. The Contractor shall grub and remove all stumps, roots in excess of 1.5 inches in diameter, matted roots, brush, timber, logs, concrete rubble and other debris encountered to a depth of 18 inches below original grade or 18 inches beneath the bottom of foundations, whichever is deeper.

B. The Contractor shall refill all grubbing holes and depressions excavated below the original ground surface with suitable materials and compact to a density conforming to the surrounding ground surface in accordance with Sections 02300 and 02305.

3.3 STRIPPING

A. After stripping, topsoil shall be free from brush, trash, large stones and other extraneous material. Avoid mixing topsoil with subsoil.

B. The Contractor shall stockpile and protect topsoil until it is used in landscaping, loaming, and sodding operations and dispose of surplus topsoil after all work is completed.

3.4 DISPOSAL

A. The Contractor shall cut tree trunks and limbs exceeding 4 inches in diameter shall be cut into 4-foot lengths and stockpiled on site in the area designated on the Drawings.

B. Dispose of material and debris from site preparation operations by hauling such materials and debris to an approved offsite disposal area. No rubbish or debris of any kind shall be buried on the site.

C. Burning of cleared and grubbed materials or other fires for any reason will not be permitted.

3.5 PROTECTION

A. Trees and other vegetation designated on the Drawings or directed by the Engineer to remain shall be protected from damage by all construction operations by erecting suitable barriers, guards and enclosures, or by other approved means. The Contractor shall conduct clearing operations in a manner to prevent falling trees from damaging trees and vegetation designated to remain and to the work being constructed. The Contractor shall provide for the safety of employees and others.

B. The Contractor shall maintain protection until all work near the work being protected has been completed.

C. The Contractor shall not operate heavy equipment or stockpile materials within the branch spread of existing trees.

D. The Contractor shall immediately repair any damage to existing tree crowns, trunks, or root systems. Roots exposed and/or damaged during the work shall immediately be cut off cleanly inside the exposed or damaged area. Treat cut surfaces with an acceptable tree wound paint and topsoil spread over the exposed root area.

E. When work is completed, the Contractor shall remove all dead and downed trees. Live trees shall be trimmed of all dead and diseased limbs and branches. All cuts shall be cleanly made at their juncture with the trunk or preceding branch without injury to the trunk or remaining branches. Cuts over 1 inch in diameter shall be treated with an acceptable tree wound paint.

F. The Contractor shall restrict construction activities to those areas within the limits of construction designated on the Drawings, within public rights-of-way, and within easements provided by the Owner. Adjacent properties and improvements on these properties, public or private, which become damaged by construction operations, shall be promptly restored to their original condition, to the full satisfaction of the property owner.

END OF SECTION

SECTION 02240
DEWATERING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. This Section covers the work necessary to complete the dewatering activities. All work in this Section shall be done in accordance with the requirements of the Environmental Resource Permit and Water Use Permit (if required) as issued by the Florida Department of Environmental Protection.

B. Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control groundwater flow into excavations and permit construction to proceed on dry, stable subgrades.

1. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Remove dewatering system if no longer needed.

C. The Contractor shall dewater so as to prevent damage to existing work. The Contractor shall repair or replace damage resulting from the dewatering activities promptly, remedy environmental damage as approved by the Engineer, and pay any and all fines levied to Contractor at no additional cost or time to the Owner.

D. The Dewatering Plan shall be signed and sealed by the licensed professional engineer responsible for its preparation.

E. The Contractor shall design the dewatering system. The Contractor shall be responsible for obtaining whatever investigations are necessary, before bidding, to design the dewatering system.

1.02 RELATED WORK (NOT USED)

1.03 SUBMITTALS

The Contractor shall submit the following in accordance with Section 01330, Submittals and Acceptance:

A. The Contractor shall submit to the Southwest Florida Water Management District, (SWFWMD) a dewatering plan if dewatering is necessary. At a minimum, the plan shall include the following:

- Duration of dewatering for each area.
- Number and size of pumps.
- Method of dewatering each area.
- Methods for routing/containing the discharge.
- Methods of isolating dewatering areas.
- Time dewatering structure will be in place.
- Proposed discharge points.

One 11" x 17" hard copy and one digital copy of the plan shall be submitted to the Engineer for record purposes only.

B. The Contractor shall be responsible for determining if a Water Use Permit will be required. If a Water Use Permit is required, it is the Contractor's responsibility to obtain the required information from the Engineer and Owner to complete the Water Use Permit application to submit with the Dewatering Plan. If a Water Use Permit is required, the Contractor shall submit five copies of the application to the Owner/Engineer for submittal purposes only.

C. The Contractor shall be responsible for obtaining a Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity as set forth in FDEP Rule 62-621.300(2), FAC. The Contractor shall obtain the required permit form 62-621.300(2) and the required information from the Engineer and Owner to complete the Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity application to submit with the Dewatering Plan. The Contractor shall submit five copies of the application to the Owner/Engineer for submittal purposes only.

D. Provide photographs or videotape, sufficiently detailed, of existing conditions of adjoining properties, facilities, and other construction and site improvements that might be later misconstrued as damage caused by dewatering operations.

E. Submit Record Drawings at Project closeout identifying and locating utilities and other subsurface structural, electrical, or mechanical items encountered during dewatering.

1. Note locations and capping depth of wells and well points.

1.04 WORK SEQUENCE (NOT USED)

1.05 REFERENCE STANDARDS

A. The Contractor shall provide the design of the dewatering system. The Contractor shall be responsible for obtaining whatever investigations are necessary, before bidding, to design the dewatering system.

1.06 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.

B. Pre-installation Conference: Conduct conference at the Project site to present and discuss dewatering means, methods, and monitoring program.

C. Identify a person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the dewatering system being installed for this Project, the referenced standards, environmental and permit requirements, the requirements of this Work, and who shall direct all work performed under this Section.

D. It shall be the responsibility of the Contractor to determine the water levels before and during the dewatering work.

1.07 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.09 QUALIFICATIONS

A. The Contractor shall provide at least one person who shall be present at all times during the execution of this portion of the work and who shall be thoroughly familiar with the dewatering system being installed, the referenced standards, the requirements of this work, and who shall direct all work performed under this Section.

B. The Contractor shall be responsible for determining the water level before beginning excavation and construction.

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 RECORD DRAWINGS (NOT USED)

1.13 PRE-BID INSPECTION AND TESTING

A. The Contractor is advised that site soil borings were not performed in the roadway prior to advertising for bid.

B. Before bidding, the Contractor shall perform a detailed site inspection and, if desired, obtain the Owner's permission to perform site-specific testing as he deems necessary to obtain all required information relative to project dewatering requirements.

C. The Contractor shall include as part of his Bid the total cost of all surface and subsurface dewatering as required to construct the Project in complete compliance with the Drawings and these Specifications.

1.14 PROJECT CONDITIONS

A. The Contractor shall not interrupt utilities serving facilities occupied by Owner or others unless approved by the Owner and Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Survey adjacent structures and improvements, employing a professional land surveyor licensed in Florida to establish exact elevations at fixed points to monitor settlement. Clearly identify monitoring points and reference vertical datum, and benchmarks. Monitor and record existing initial elevations.

1. During dewatering, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify the Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction and existing structures.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DEWATERING SYSTEM

A. The dewatering system shall be adequate to drain the soils to be excavated to the extent that the piezometric water level in the construction area is a minimum of 2 feet below the bottom of the excavation, side slopes of excavations, or bottom of the footings at all times, or as otherwise required to obtain the specified compaction and installation conditions. Pipeline trenches must be dewatered at least 6 inches below the trench bottom.

B. In the event of layered soils, the hydrostatic head in the zone below the subgrade elevation shall be relieved to prevent uplift.

C. Unless otherwise noted and before any excavating below or within 2 feet above the groundwater level, a dewatering system shall be placed into operation to lower water levels to the extent specified previously and then shall be operated continuously 24 hours a day, 7 days a week, throughout the duration of the excavation to maintain and protect all work until the work has been completed to the satisfaction of the Engineer.

D. Where used, well points shall be installed in an Engineer-approved manner and in sufficient numbers to provide the necessary removal of water as stated previously. Well points and header piping shall be installed in such a manner that traffic on public thoroughfares and site access roads will not be impeded.

E. The Contractor shall be solely responsible for the arrangement, location, and depths of the dewatering system necessary to accomplish the specified work. The dewatering system shall stay in full operation until not less than 90% of the total building load is applied, as will be determined by the Engineer, or until excavations and trenches have been backfilled and compacted.

F. To prevent excessive noise, exhaust from all pumps and engines shall be silenced and muffled.

G. Wellpoint or surface water pump discharge shall be controlled to prevent erosion, undermining, and all other damage and be piped to approved locations.

H. With the Engineer's assistance, the Contractor is responsible for determining what approvals and permits are required to comply with any and all applicable regulations and permitting requirements relating to dewatering activities. The Contractor shall obtain all necessary approvals and permits and comply with any

and all applicable regulations and permitting requirements concerning all dewatering activities, including pumpage and discharge. The Contactor is solely responsible for all costs associated with both proper and improper implementation of dewatering activities.

I. The Contractor shall perform all dewatering work in strict compliance with Section 01350, Environmental Protection Procedures and the Contract Drawings.

J. Excavations shall be kept free from water during the placing of concrete and for 36 hours thereafter or until concrete forms are removed.

K. The Contractor shall dewater in such a manner as to prevent damage to existing work. Any damage resulting from the dewatering activities of the Contractor shall be repaired or replaced, as approved by the Engineer, at no additional cost or time to the Owner.

L. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or groundwater from entering excavations, ponding on prepared subgrades, or flooding the site and surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

M. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

N. Install sufficient dewatering equipment to drain water-bearing strata above and below the bottom of foundations. If excavating through layered soils, relieve any potential groundwater hydrostatic head in the zones below to prevent uplift.

1. Open-sump pumping which leads to loss of fines, subgrade softening, and slope instability shall not be permitted.

O. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids flooding or accumulation on private

property. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

3.02 CLEANUP

A. Upon completion of dewatering work elsewhere on the Project, the Contractor shall remove all equipment and leave the project site in a neat, clean, and acceptable condition, satisfactory to the Owner. Wellpoint holes and excavations shall be adequately backfilled and compacted to prevent settlement.

END OF SECTION

SECTION 02300
EARTHWORK FOR STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, equipment, tools, appliances, and materials and perform all operations necessary for the following:

1. Preparing subgrades for slab-on-grade, walks, pavements, and lawns and grasses.
2. Excavating and backfilling for buildings and structures.
3. Laying the subbase course for concrete sidewalks and pavements.
4. Excavating and backfilling for utility trenches.
5. Excavating and backfilling for trenches for buried mechanical and electrical utilities and pits for buried utility structures, as indicated on the Contract Drawings and described in this Section.

1.02 RELATED WORK

A. Section 01350, Environmental Protection Procedures.
B. Section 01500, Temporary Facilities and Controls.
C. Section 02230, Site Preparation.
D. Section 02240, Dewatering.
E. Section 03300, Cast-In-Place Concrete.

1.03 SUBMITTALS

The Contractor shall submit the following shop drawings in accordance with Section 01340, Submittals and Acceptance:

A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D2487 of each onsite and borrow soil material proposed for fill and backfill.

2. Laboratory compaction curve according to ASTM D1557 for each onsite and borrow soil material proposed for fill and backfill.

B. The Contractor shall submit records before the start of this work. The Contractor shall verify that the existing conditions are correct as shown on the plans and

mentioned in these Specifications. The Contractor shall note any discrepancies found immediately and notify the Owner and Engineer.

The records shall include the following:

1. The location of all underground utilities, structures, etc. surrounding the areas to be excavated that may be impacted by the work.

2. The location of test excavations.

3. The location of inspections.

1.04 WORK SEQUENCE (NOT USED)

1.05 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1.	ASTM C33	Concrete Aggregates
2.	ASTM D1556	Density and Unit Weight of Soil in Place by the Sand-Cone Method
3.	ASTM D1557	(1991) Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort
4.	ASTM D2167	Density and Unit Weight of Soil in Place by the Rubber Balloon Method
5.	ASTM D2487	Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
6.	ASTM D2922	Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
7.	ASTM D2937	Density of Soil in Place by the Drive-Cylinder Method
8.	ASTM D2940	Graded Aggregate Material for Bases or Subbases for Highways or Airports
9.	ASTM D698	Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
10.	ASTM D3740	Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
11.	ASTM E329	Agencies Engaged in Construction Inspection and/or

Testing

1.06 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E329 to conduct soil materials and definition testing, as documented according to ASTM D3740.

B. The Contractor shall do the following:

1. Ensure that excavations provide adequate working space and clearance for the work to be performed and for installing piping and buried utilities. In no case shall excavation faces be undercut.

2. Ensure that foundation surfaces are clean and free of loose material of any kind when pipelines and buried utilities are placed on them.

3. Excavate, trench, and backfill in compliance with applicable requirements of governing authorities having jurisdiction.

4. Ensure that shoring and sheeting for excavations are designed by a Florida-registered Professional Engineer and are in accordance with the Occupational Safety and Health Administration (OSHA) Document 2226, *Safe Working Practices—Excavating and Trenching*.

5. Before beginning any excavation or grading, ensure the accuracy of all survey data indicated on the Contract Drawings and in the Specifications and/or as provided. If the Contractor discovers any inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Owner so that proper adjustments can be anticipated or ordered. If the Contractor begins any excavation or grading, this shall be considered an acceptance of the survey data by the Contractor, after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.

6. Ensure that tolerances for excavation are plus or minus 0.10 foot to the required line and to the required grade. Tolerance for compaction of in-place material shall be plus or minus 0.10 foot to the required grade, unless otherwise noted.

7. Remove unsatisfactory materials and unsuitable materials including muck, silts, peat, and other loose and very loose compressible soils from excavations before placing pipe foundation, bedding, and buried utilities.

1.07 WARRANTIES

A. Per Section 01780 – Warranties and Bonds.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.09 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 RECORD DRAWINGS (NOT USED)

1.13 PROJECT CONDITIONS

A. Existing Utilities: The Contractor shall not interrupt utilities serving facilities occupied by the Owner or others unless permitted to do so in writing by the Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify the Engineer not less than 2 days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without the Engineer's written permission.

3. Contact a utility-locator service and obtain utility locations for the Project area before excavating.

B. The Contractor shall demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.14 DEFINITIONS

A. *Backfill*: Soil material or controlled low-strength material used to fill an excavation.

1. *Initial Backfill*: Backfill placed beside and over pipe in a trench, including

haunches to support sides of pipe.

2. *Final Backfill*: Backfill placed over initial backfill to fill a trench.

B. *Base Course*: The course placed between the subbase course and hot-mix asphalt paving.

C. *Bedding Course*: The course placed over the excavated subgrade in a trench before laying pipe.

D. *Borrow Soil*: Satisfactory soil imported from off-site for use as fill or backfill.

E. *Drainage Course*: The course supporting the slab-on-grade that also minimizes the upward capillary flow of pore water.

F. *Excavation*: Removing material encountered above subgrade elevations and to lines and dimensions indicated.

1. *Authorized Additional Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.

2. *Unauthorized Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Engineer. Unauthorized excavation as well as remedial work directed by the Engineer shall be without additional compensation.

G. *Fill*: Soil materials used to raise existing grades.

H. *Structures*: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. *Subgrade*: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

J. *Utilities*: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

PART 2 PRODUCTS

2.01 SOIL MATERIALS

A. General: The Contractor shall provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D2487 Soil Classification Groups SW and SP or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsuitable Soils: Soil Classification Groups GW, GP, GM, GC, SC, CL, ML, OL, CH, MH, OH, AND PT according to ASTM D2487, or a combination of these groups.

1. Unsuitable soils also include satisfactory soils not maintained within 2% of optimum moisture content at time of compaction.

D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95% passing a 1-1/2-inch sieve and not more than 8% passing a No. 200 sieve.

E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90% passing a 1-1/2-inch sieve and not more than 12% passing a No. 200 sieve.

F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100% passing a 1-inch sieve and not more than 8% passing a No. 200 sieve.

G. Sand: ASTM C33; fine aggregate, natural, or manufactured sand.

H. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 EXECUTION

3.01 PREPARATION

A. The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. The Contractor shall prepare subgrade for earthwork operations including removing vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface as specified in Section 02230, Site Preparation.

C. The Contractor shall protect and maintain erosion and sedimentation controls, which are specified in Section 01350, Environmental Protection Procedures.

3.02 DEWATERING

A. The Contractor shall prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding the Project site and surrounding area.

B. The Contractor shall protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system**,** specified in Section 02240, Dewatering, to keep subgrades dry and convey groundwater away from excavations. Maintain until dewatering is no longer required.

3.03 EXPLOSIVES

A. Explosives are prohibited from use within the City of Bradenton.

3.04 EXCAVATION, GENERAL

A. Unclassified Excavation: The Contractor shall excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsuitable soil materials, replace with satisfactory soil materials.

3.05 EXCAVATION FOR STRUCTURES

A. The Contractor shall excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for

installing services and other construction, and for inspections.

3.06 EXCAVATION FOR WALKS AND PAVEMENTS

A. The Contractor shall excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.07 EXCAVATION FOR UTILITY TRENCHES

A. The Contractor shall excavate trenches to indicated gradients, lines, depths, and elevations.

B. The Contractor shall excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: 12 inches on each side of pipe or conduit.

C. Trench Bottoms: The Contractor shall excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

2. For pipes and conduit 6 inches or larger in nominal diameter, shape the bottom of trench to support the bottom 90º of pipe circumference. Fill depressions with tamped sand backfill.

3. Alternately, excavate trenches 4 inches deeper than the bottom of pipe elevation to allow for the bedding course. Hand excavate for bell of pipe.

3.08 SUBGRADE INSPECTION

A. The Contractor shall notify the Engineer when excavations have reached the required subgrade.

B. If the Engineer determines that unsuitable soil is present, the Contractor shall continue excavation and replace with compacted backfill or fill material as directed.

C. The Contractor shall proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll the subgrade in one direction**,** repeating proof-rolling in the direction perpendicular to the first direction. Limit vehicle speed to 3 mph.

2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Engineer, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices or additional work.

E. As directed by the Engineer, the Contractor shall reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities without additional compensation.

3.09 UNAUTHORIZED EXCAVATION

A. The Contractor shall fill unauthorized excavation under foundations or wall footings by extending the bottom elevation of concrete foundation or footing to the excavation bottom without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by the Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by the Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. The Contractor shall stockpile excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water.

1. Stockpile soil materials away from edge of excavations. Do not store within the drip line of remaining trees.

3.11 BACKFILL

A. The Contractor shall place and compact backfill in excavations promptly, but not before completing the following:

1. Constructing below finish grade, including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.

2. Surveying locations of underground utilities for Record Documents.

3. Testing and inspecting underground utilities.

4. Removing concrete formwork.

5. Removing trash and debris.

6. Removing temporary shoring, bracing, and sheeting.

7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. The Contractor shall place backfill on subgrades free of mud.

3.12 UTILITY TRENCH BACKFILL

A. The Contractor shall place backfill on subgrades free of mud.

B. The Contractor shall place and compact the bedding course on trench bottoms and where indicated. Shape the bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. The Contractor shall backfill trenches excavated under footings and within 18 inches of bottom of footings with suitable soil.

D. The Contractor shall fill trenches with concrete to elevation of bottom of footings. Concrete is specified in Section 03300, Cast-In-Place Concrete.

E. The Contractor shall place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the utility pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. The Contractor shall backfill voids with satisfactory soil while installing and removing shoring and bracing.

G. The Contractor shall place and compact final backfill of satisfactory soil to final subgrade elevation.

3.13 SOIL FILL

A. The Contractor shall plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. The Contractor shall place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.

2. Under walks and pavements, use satisfactory soil material.

3. Under building slabs, use engineered fill.

4. Under footings and foundations, use engineered fill.

C. The Contractor shall place soil fill on subgrades free of mud.

3.14 SOIL MOISTURE CONTROL

A. The Contractor shall uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compacting to within 2% of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy.
2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2% and is too wet to compact to the specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. The Contractor shall place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. The Contractor shall place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. The Contractor shall compact soil materials to not less than the following

percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact the top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98%.

2. Under walkways, scarify and recompact the top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98%.

3. Under lawn or unpaved areas, scarify and recompact the top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95%.

4. For utility trenches, compact each layer of initial and final backfill soil material at 95% in unpaved lawn areas. Final backfill compaction shall meet the requirement listed above depending on the location of the trench.

3.16 GRADING

A. General: The Contractor shall uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.17 FIELD QUALITY CONTROL

A. The number and location of the tests shall be as specified in these Specifications and as directed by the Engineer during construction.

B. The Contractor shall coordinate activity with the Engineer and the testing agency to permit testing as directed in the presence of the Engineer.

C. The cost of all testing achieving specified requirements shall be borne by the Contractor. The Contractor shall be reimbursed by the Owner for passing field tests.

D. The costs of any and all retests due to failure to achieve specified requirements shall be solely borne by the Contractor and are not reimbursable under this Contract.

E. All materials proposed for use shall be tested as follows:

Material	Required Test	Min. No. Tests
Satisfactory Soil Materials	Soil Classification using ASTM D2487 (including all tests contained therein)	One per source of materials to determine conformance with materials specified herein; additional test whenever there is any apparent change.
	Soil moisture-density relationship using Modified Proctor ASTM D1557	One per source of material or apparent change in material.

F. The Contractor shall allow the testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after the test results for previously completed work comply with requirements.

G. Footing Subgrade: At footing subgrades, the testing agency will perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

H. The testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2922, and ASTM D2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.

2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length but no fewer than two tests.

3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 400 feet or less of trench length but no fewer than two tests.

I. When the testing agency reports that subgrades, fills, or backfills have not achieved the degree of compaction specified, the Contractor shall scarify and moisten or aerate or remove and replace soil to the depth required and recompact and retest until specified compaction is obtained.

J. The approved testing agency shall transmit copies of field testing results as follows:

1. One copy to the Owner/Engineer.
2. Two copies to the Contractor.

The field test reports shall include, at a minimum, project title; project location; location of sample(s) tested; time of testing; date of testing; testing person's full name; testing agency name, address, and telephone number; and test results.

K. No soil material shall be used until 1) the Engineer has reviewed and approved test reports and 2) the Contractor submits certification that the soil material proposed for construction is clean and meets gradation and other parameters specified in this Specification.

L. At no cost to the Owner, the Contractor shall remove and replace or correct all materials and work which tests indicate do not conform, in the opinion of the Engineer, to the requirements of these Specifications.

M. The results of in-place density tests shall be considered satisfactory if the density in each instance is equal to or greater than the specified density. Soil moisture content at the time of testing shall conform to requirements of these Specifications.

N. Where unsatisfactory compaction is revealed by the tests, the Contractor shall re-excavate. backfill, recompact, and/or rework the backfill as required to obtain the required degree of compaction over the entire depth of the excavation.

O. The testing agency shall transmit to the Engineer copies of all testing agency invoices submitted to the Contractor for payment. Invoices shall clearly indicate specific services and date and time services are rendered and shall indicate if the invoiced testing cost is an initial test of the Contractor's work or is a re-test required due to the Contractor's failure to initially achieve the specified requirements.

3.18 PROTECTION

A. Protecting Graded Areas: The Contractor shall protect newly graded areas from

traffic and erosion and keep them free of trash and debris.

B. The Contractor shall repair and reestablish grades to the specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by the Engineer and reshape and recompact.

C. Where settling occurs before the Project Correction Period elapses, The Contractor shall remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.19 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: The Contractor shall transport surplus satisfactory soil to designated storage areas on the Owner's property and stockpile and spread this soil as directed by the Engineer.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION

SECTION 02305
EARTHWORK FOR UTILITIES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall provide all materials, equipment, labor, and work necessary to completely construct the project in accordance with the Contract Documents. This work includes but is not limited to the following:

1. Excavating and removing unsatisfactory materials.
2. Preparing trench foundations.
3. Providing satisfactory material for all trenches as specified and as required.
4. Obtaining, storing, maintaining, and disposing of materials.
5. Dewatering, shoring, and sheeting.
6. Placing, compacting, testing, final grading, and demolishing subgrade.
7. Performing all other work required by the Contract Documents.

B. The Contractor is responsible for performing all work so as not to damage existing roadways, facilities, utilities, structures, etc. and shall repair and replace such damage to equal or better than its original undamaged condition without cost to the Owner.

C. The Contractor shall examine the site before submitting a bid, taking into consideration all conditions that may affect the work.

D. The Contractor shall coordinate all additional subsurface investigations and testing included with this work with the Owner before performing the excavation and foundation preparation work. In general, if the Contractor finds different and unsuitable/unsatisfactory soil conditions during the work, the Contractor shall notify the Owner and the Owner immediately.

1.2 RELATED WORK

A. Section 01350, Environmental Protection Procedures.
B. Section 02230, Site Preparation.
C. Section 02240, Dewatering.
D. Section 02300, Earthwork for Structures.

1.3 SUBMITTALS

The Contractor shall submit the following shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D2487 of each onsite and borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D1557 for each onsite and borrow soil material proposed for fill and backfill.

B. The Contractor shall submit records before the start of this work. The Contractor shall verify that the existing conditions are correct as shown on the plans and mentioned in these Specifications. The Contractor shall note any discrepancies found immediately and notify the Owner and Owner.

The records shall include the following:

1. Location of all existing underground utilities, structures, etc. surrounding the areas to be excavated that may be impacted by the work.
2. Location of test excavations.
3. Location of inspections.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply:

A. OSHA Excavation Safety Standards, 29 CFR 1926, Subpart P

B. Florida Trench Safety Act (90-96, Laws of Florida)

C. American Society for Testing and Materials (ASTM)

1. ASTM D1556—Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2. ASTM D1557—Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700

kN-m/m^3)).

3. ASTM D2937—Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method.
4. ASTM D2487—Standard Practice for Classification of Soils for Owning Purposes (Unified Soil Classification System).
5. ASTM D3282—Standard Practice for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes.
6. ASTM D3740—Standard Practice for Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used In Owning Design and Construction.
7. ASTM D6938—Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
8. ASTM E329—Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

D. American Wood Protection Association (AWPA)

1. AWPA C1—All Timber Products—Preservative Treatment by Pressure Processes.
2. AWPA C3—Piles – Preservative Treatment by Pressure Processes.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E329 to conduct soil materials and definition testing, as documented according to ASTM D3740.

B. The Contractor shall do the following:

1. Ensure that excavations provide adequate working space and clearance for the work to be performed and for installing piping and buried utilities. In no case shall excavation faces be undercut.
2. Ensure that foundation surfaces are clean and free of loose material of any kind when pipelines and buried utilities are placed on them.
3. Excavate, trench, and backfill in compliance with applicable requirements of governing authorities having jurisdiction.
4. Ensure that shoring and sheeting for excavations are designed by a Florida-registered Professional Owner and are in accordance with the Occupational Safety and Health Administration (OSHA) Document 2226, *Safe Working Practices—Excavating and Trenching*.
5. Before beginning any excavation or grading, ensure the accuracy of all survey data indicated on the Contract Drawings and in these Specifications and/or as provided. If the Contractor discovers any

inaccuracies, errors, or omissions in the survey data, the Contractor shall immediately notify the Owner so that proper adjustments can be anticipated or ordered. If the Contractor begins any excavation or grading, this shall be considered an acceptance of the survey data by the Contractor, after which time the Contractor has no claim against the Owner resulting from alleged errors, omissions, or inaccuracies of the survey data.

6. Ensure that tolerances for excavation are ±0.10 foot to the required line and to the required grade. Tolerance for compaction of in-place material shall be ±0.10 foot to the required grade.
7. Ensure that all trench materials derived from the project site and imported to this site are examined, tested, and classified by an Owner-approved soils testing laboratory.
8. Remove unsatisfactory materials and unsuitable materials including muck, silts, peat, and other loose and very loose compressible soils from excavations before placing pipe foundation, bedding, and buried utilities.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 PROJECT CONDITIONS

A. Existing Utilities: The Contractor shall not interrupt utilities serving facilities occupied by the Owner or others unless permitted to do so in writing by the Owner and then only after arranging to provide temporary utility services according to the requirements indicated.

1. Notify the Owner not less than 2 days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without the Owner's written permission.
3. Contact utility-locator service and obtain utility locations for the Project Area before excavating.

B. The Contractor shall demolish and completely remove from the site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

1.11 DEFINITIONS

A. *Backfill*: Soil material or controlled low-strength material used to fill an excavation.

1. *Initial Backfill*: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. *Final Backfill*: Backfill placed over initial backfill to fill a trench.

B. *Base Course*: The course placed between the subbase course and hot-mix asphalt paving.

C. *Bedding Course*: The course placed over the excavated subgrade in a trench before laying pipe.

D. *Borrow Soil*: Satisfactory soil imported from off-site for use as fill or backfill.

E. *Drainage Course*: The course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. *Excavation*: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. *Authorized Additional Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Owner. Authorized additional excavation and replacement material will be paid for according to the Contract provisions for unit prices.
2. *Bulk Excavation*: Excavation more than 10 feet in width and more than 30 feet in length.

3. *Unauthorized Excavation*: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be without additional compensation.

G. *Fill*: Soil materials used to raise existing grades.

H. *Structures*: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features

constructed above or below the ground surface.

I. *Subgrade*: The surface or elevation remaining after completing excavation, or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

J. *Utilities*: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.12 TESTING REQUIREMENTS

A. The Contractor shall furnish a soil survey for satisfactory material and samples of materials.

B. Testing for source material, for classification, and for prequalification of material (on or off site) shall be performed by an independent testing agency retained by the Contractor and approved by the Owner.

C. Testing for in-place compacted fill shall be performed by the same independent testing agency as approved by the Owner and retained by the Contractor.

D. The number and location of the tests shall be as specified in these Specifications and as directed by the Owner during construction.

E. The Contractor shall coordinate activity with the Owner and the testing agency to permit testing as directed in the presence of the Owner.

F. The cost of all testing to achieve specified requirements shall be borne by the Contractor. The Contractor shall be reimbursed by the Owner for passing field tests.

G. The costs of any and all retests due to failure to achieve specified requirements shall be solely borne by the Contractor and are not reimbursable under this contract.

H. All materials proposed for use shall be tested as follows:

Material	Required Test	Min. No. Tests
Satisfactory Soil Materials	Soil Classification using ASTM D2487 (including all tests contained therein)	One per source of materials to determine conformance with materials specified in these Specifications; additional tests whenever there is any apparent change.
	Soil moisture-density relationship using Modified Proctor ASTM D1557	One per source of material or apparent change in material.

I. Soil materials shall be tested during construction as follows:

Material	Required Test	Min. No. Tests
Satisfactory Soil Material in-place after compaction	Field Density ASTM D1556-Sand Cone Method, or ASTM D6938-Nuclear Density Method, or ASTM D2937-Drive Cylinder Method	For each layer of trench bottom subgrade before addition of soil materials, refill, bedding, and backfill, and for each 400 lineal feet of trench or fraction thereof, whichever is greater; two tests for each drainage, manhole, or wet well structure; additional test whenever there is any change in native soil, groundwater, or soil moisture conditions.

J. The approved testing agency shall transmit copies of required laboratory test results as follows:

1. Two copies to the Owner.
2. Two copies to the Contractor.

The laboratory test reports shall include, at a minimum, project title; project location; location of sample; source, time, and date of testing; testing agency's name, address, and telephone number; and test results. Each test report shall be signed and sealed by the Professional Owner representing the testing agency as specified in these Specifications.

K. The approved testing agency shall transmit copies of field testing results as follows:

1. Two copies to the Owner.
2. Two copies to the Contractor.

The field test reports shall include, at a minimum, project title; project location; location of sample(s) tested; time of testing; date of testing; testing person's full name; testing agency name, address, and telephone number; and test results.

L. No soil material shall be used until 1) the Owner has reviewed and approved test reports and 2) the Contractor submits certification that the soil material proposed for construction is clean and meets gradation and other parameters specified in

these Specifications.

M. At no cost to the Owner, the Contractor shall remove and replace or correct all materials and work which tests indicate do not conform, in the opinion of the Owner, to the requirements of these Specifications.

N. The results of in-place density tests shall be considered satisfactory if the density in each instance is equal to or greater than the specified density. Soil moisture content at the time of testing shall conform to requirements of these Specifications.

O. Where the tests reveal unsatisfactory compaction, the Contractor shall re-excavate, backfill, recompact, and/or rework the backfill as required to obtain the required degree of compaction over the entire depth of the excavation.

P. The testing agency shall transmit to the Owner copies of all testing agency invoices submitted to the Contractor for payment. Invoices shall clearly indicate specific services and date and time services are rendered and shall indicate if the invoiced testing cost is an initial test of the Contractor's work or is a re-test required due to the Contractor's failure to initially achieve the specified requirements.

1.13 MAINTENANCE (NOT USED)

1.14 RECORD DRAWINGS (NOT USED)

PART 2 PRODUCTS

2.1 STRUCTURAL MATERIALS

A. Materials used for shoring and bracing, such as sheet piling, uprights, stringers, and crossbraces, shall be in good serviceable condition. Any timber used shall be sound and free from large or loose knots.

B. Pressure-treated timber shall be used where wood sheeting or piling is specified or indicated to be cut and left in place.

2.2 TRENCH SOIL MATERIALS

A. Materials used for trench construction shall be free of clumps of clay, rock or gravel, debris, waste, frozen materials, and other deleterious matter as determined by the Owner and shall be satisfactory soil materials as follows:

Area Classification	Soil Materials
In excavations and trenches	Excavated and borrow material that has been sampled, tested, and approved as "Satisfactory Soil Material."

B. Satisfactory Soil Materials

1. Soil Classification Groups

Satisfactory soil materials for each trench shall be as follows:

Satisfactory Soil Material (ASTM D3282, Soil Classification Groups)		
In-situ Foundation	Bedding, Haunching, and Initial Backfill	Final Backfill
SW SP	SW SP	SW SP

2. Maximum Particle Size Limitations for Satisfactory Soil Materials

The maximum allowable particle size for satisfactory soil materials within each trench for each type of utility shall be as follows:

Conduit	Maximum Allowable Particle Size		
	In-situ Foundation	Bedding, Haunching, and Initial Backfill	Final Backfill
Plastic Pipe (PVC, CPVC, HDPE, etc.) less than 6-inch-diameter	See Note 1	1/2 inch	3 inches
Plastic Pipe (PVC, CPVC, HDPE, etc.) 6-inch-diameter and Larger	See Note 1	3/4 inch	3 inches
Concrete Pipe			
Steel Pipe			
Ductile Iron Pipe			
Fiberglass Pipe	See Note 1	3/4 inch or three times the wall thickness, whichever is less	3 inches
Other Conduit Materials	See Note 2	See Note 2	See Note 2

(1) There is no requirement when satisfactory undisturbed native soil material is used. Disturbed portions of the foundation and/or unsatisfactory native soil material shall be replaced with satisfactory soil materials meeting all the requirements for Bedding.
(2) The maximum allowable particle size shall be in accordance with the manufacturer's written recommendation.

3. Additional Requirements of Satisfactory Materials

Satisfactory soil materials shall be free of debris, waste, frozen materials, vegetation, or other deleterious matter. Soils within 4 inches of the exterior surface of the pipe shall be free of gravel, stones, or other materials which may abrade the pipe surface.

C. Unsatisfactory Materials

Unsatisfactory soil materials shall mean ASTM D2487, Soil Classification Groups GW, GP, GM, GC, SC, CL, ML, OL, CH, MH, OH, and PT and other highly organic soils and soil materials of any classification that have a moisture content at the time of compaction beyond the range of 1 percentage point below and 3 percentage points above the optimum moisture content of the soil material as determined by moisture-density relations test.

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor shall do the following:

A. Carefully verify by hand methods the location of all surrounding underground utilities before performing utility excavations and trenches.

B. Protect utilities to be left in place from damage.

C. Do not interrupt existing utilities serving facilities occupied and used by the Owner, except when permitted in writing by the Owner.

D. Protect bench marks, survey points, and existing structures, roads, sidewalks, monitoring wells, paving, curbs, etc. against damage from equipment, vehicular or foot traffic, settlement, lateral movement, undermining, washout, and all construction-related activities.

E. Repair and replace damage to existing facilities to equal or better than their original undamaged condition without cost to the Owner and to the approval of the Owner.

F. Excavate and trench in ways that will prevent surface water and subsurface water from flowing into excavations and will also prevent flooding of the site and surrounding area.

G. Protect excavations and trenching by shoring, bracing, sheet piling, underpinning, or other methods as required to prevent cave-ins or loose dirt from falling into excavations and trenches.

H. Do not operate earth-moving equipment within 5 feet of walls of concrete structures for depositing or compacting backfill material.

I. Compact the backfill material placed next to concrete walls with hand-operated tampers or similar equipment that will not damage the structure.

J. Excavate, fill, backfill, and grade to elevations required by the Contract Documents.

K. Pile excavated materials suitable for backfill in an orderly manner a sufficient distance from excavations to prevent overloading, slides, and cave-ins.

L. Do not obstruct access ways, roadways, and plant facilities.

M. Dewater excavations and trenches in accordance with Section 02240, Dewatering.

N. Refer to the Contract Drawings for additional requirements related to earthwork and protection of existing features.

3.2 TRENCH EXCAVATION

A. Before excavating the trench, the Contractor shall prepare the surface including clearing and grubbing as specified in Section 02230, Site Preparation.

B. The Contractor shall be required to fully comply with all applicable OSHA Excavation Safety Standards and to abide by them as covered by the most current version of the Florida Trench Safety Act (90-96, Laws of Florida).

C. The Contractor shall ensure that mechanical equipment used for trench excavation shall be of a type, design, and construction and shall be so operated that conduit/utility, when accurately laid to specified alignment, will be centered in the trench with adequate clearance between the conduit/utility and sidewalls of the trench. Undercutting the trench sidewall to obtain clearance will not be permitted.

D. The Contractor shall not use mechanical equipment in locations where its operation would cause damage to trees, buildings, culverts, other existing property, utilities, structures, etc. above or below ground. In all such locations, the Contractor shall use hand excavating methods.

E. The Contractor shall not use blasting.

F. The Contractor shall cut trenches sufficiently wide to enable proper installation of services and to allow for testing and inspection. The Contractor shall also trim

and shape trench bottoms and leave them free of irregularities, lumps, and projections. Trench width shall be excavated as specified on the Contract Drawings.

G. The Contractor shall construct trench walls so as to avoid side wall collapse or sloughing. Trenches shall be either braced or open construction in accordance with the Contract Documents. No separate payment will be made for any special procedure used in connection with the excavation.

H. Where sheeting and bracing are not required, the Contractor shall construct trench walls in the bottom of the excavation as vertical as possible to the maximum height allowable by OSHA. Trench walls above this height shall be sloped to guard against side wall collapse or sloughing as specified on the Contract Drawings.

I. Where sheeting and bracing are required, the sheeting and bracing system shall meet the requirements in these Specifications.

J. Excavations shall be to the design elevations shown on the Contract Drawings or as specified, unless unsatisfactory or unsuitable foundation materials are encountered in the bottom of the excavation. Where unsatisfactory or unsuitable foundation materials are encountered, this material shall be undercut and removed as indicated on the Contract Drawings and replaced with satisfactory soil material meeting all the requirements for Bedding. The lift thicknesses and compaction requirements for the replacement soil shall also meet the requirements for Bedding.

K. The Contractor shall be careful not to overexcavate except where necessary to remove unsatisfactory or unsuitable materials, irregularities, lumps, rock, and projections. Unnecessary overexcavation shall be replaced as specified in these Specifications at the Contractor's sole expense.

L. The Contractor shall accurately grade bedding soil materials at the bottoms of the trenches to provide uniform bearing and support for each section of conduit/utility at every point along its entire length except where it is necessary to excavate the bedding for conduit/utility bells (e.g., pipe bells), etc. or for proper sealing of conduit/utility joints. Abrupt changes in grade of the trench bottom shall be avoided.

M. The Contractor shall dig bell holes and depressions after the bedding has been graded to ensure that the conduit/utility rests on the prepared bedding for as much of its full length as practicable. Bell holes and depressions shall be only of such length, depth, and width as required to make the joint.

N. The Contractor shall do the following:

1. Pile all excavated material in a manner that will not endanger the work or erode the stormwater management facilities or water courses.
2. Avoid obstructing sidewalks, driveways, and plant facilities.
3. Leave hydrants, valve pit covers, valve boxes, or other utility controls unobstructed and accessible.
4. Keep gutters, drainage inlets, natural water courses, and miscellaneous drainage structures clear or make other satisfactory provisions for their proper operation.

O. The Contractor shall keep all satisfactory materials that are suitable for use/reuse in the trench construction separated from unsatisfactory materials.

P. Except where otherwise authorized, indicated, or specified, the Contractor shall replace, at the Contractor's own expense, all materials excavated below the bottom of concrete walls, footings, slabs on grade, and foundations with concrete or flowable fill, as directed by the Owner.

Q. The Contractor shall adhere to these Additional Excavation Requirements for piping:

1. Excavate trenches so that the piping can be laid to the lines, grades, and elevations indicated on the Contract Drawings.
2. For piping designated to be laid to a minimum cover requirement, grade trenches to avoid high and low points to the extent practical. Record Drawings of such pipes shall present top-of-pipe and grade elevations at all high and low points along each pipe segment, at the end points of each pipe segments, and at intervals not to exceed 100 feet along each pipe segment. If, in the opinion of the Owner, additional air release and/or vacuum relief valves are required, the Contractor shall install the additional items as directed by the Owner.
3. Except at locations specifically indicated otherwise on the Contract Drawings, the required minimum cover over the top of the pipe from finished grade for various pipe diameters shall be as follows:

	Pipe Diameter			
	48 inch or less	66 inch	72 inch	96 inch
Minimum Cover	3 feet	4 feet	4.5 feet	5 feet

Continue dewatering operations along each pipe segment until the required minimum cover is provided. During the dewatering operations,

the ground water level in the trench shall remain at all times a minimum of 1 foot below bottom of trench excavations.

R. The Contractor shall adhere to these Additional Excavation Requirements for Electrical Utilities:

1. Avoid abrupt changes in grade of the trench bottom.

2. The required minimum cover over the top of electrical conduits from finished grade shall be as follows:

	Electrical Conduits (Lines less than 5 kV)	Electrical Conduits (Lines 5 kV and up)
Minimum Cover	2 feet	3 feet

3. The required minimum clearance from the bottom of mat foundations and/or footings shall be 2 feet. Provide additional cover where necessary to satisfy the minimum clearance requirement.

4. Provide additional cover depth if necessary to avoid interference of other cables, ducts, piping, structures, and other utilities.

S. The Contractor shall adhere to this Additional Excavation Requirement for Appurtenances:

1. Ensure that excavations for valves and similar appurtenances shall be sufficient to leave at least 12 inches in the clear between the outer surfaces and the embankment or timber used to hold and protect the walls.

3.3 PROTECTION OF PERSONS AND PROPERTY

A. The Contractor shall do the following:

1. Barricade and post excavations with warning signs for the safety of persons. Provide warning lights during hours of darkness.
2. Protect structures, utilities, sidewalks, pavements, and other facilities immediately adjacent to excavations against damage including loading, settlement, lateral movement, undermining, and washout.

B. Conduct topsoil removal operations to ensure the safety of persons and to prevent damage to existing structures and utilities, construction in progress, trees and vegetation to remain standing, and other property.

3.4 SHEETING AND BRACING

A. Where sheeting and bracing are required to support the side walls of the excavation, the Contractor shall retain a Professional Owner, registered in Florida, to design sheeting and bracing. The design shall establish requirements for sheeting and bracing and shall comply with all applicable codes; authorities having jurisdiction; and federal, state, and local regulations.

B. The sole responsibility for the design, methods of installation, and adequacy of sheeting and bracing shall be and shall remain that of the Contractor and the Contractor's Professional Owner. The Contractor shall provide all necessary sheeting and bracing or other procedures as required to ensure safe working conditions and to protect the excavations.

C. Sheeting and bracing shall consist of braced steel sheet piling, trench box, braced wood lagging, and soldier beams or other approved methods.

D. The Contractor shall immediately fill and compact voids formed outside the sheeting. Where soil cannot be properly compacted to fill the void, the Contractor shall use Class B concrete as backfill at no additional cost to the Owner.

E. The Contractor shall install sheeting outside the required clearances and dimensions. Sheeting shall be plumb, securely braced, and tied in position. Sheeting shall be adequate to withstand all pressure to which it may be subjected. The Contractor shall correct any movement or bulging at no expense to the Owner so as to provide the necessary clearances and dimensions.

F. The Contractor shall maintain sheeting and bracing in excavations and trenches for the entire time excavations will be open.

G. The Contractor shall not brace sheeting against pipe being laid. Sheeting shall be braced so that no concentrated load of horizontal thrust is transmitted to the pipe.

H. Sheeting shall not be withdrawn if driven below the spring line of any pipe. The Contractor shall cut off tops as indicated on the Contract Drawings and leave bottoms permanently in place.

3.5 DEWATERING, WATER REMOVAL, AND DRAINAGE MAINTENANCE

A. Water shall not be permitted to accumulate in excavations. The Contractor shall provide dewatering systems to convey water away from excavations so that softening of foundations bottoms, footing undercutting, and soil changes detrimental to subgrade stability and foundation will not occur. Dewatering

systems and methods of disposal shall be as specified in Section 02240, Dewatering, and as approved by the Owner before being installed by the Contractor. Groundwater levels shall be maintained a minimum of 1 foot below bottom of trenches or excavations.

B. Dewatering systems and equipment shall be in place as required to eliminate water during the excavation period until the work is completed. The Contractor shall provide ample means and equipment with which to remove promptly and dispose of properly all water entering any excavation. This includes the use of sand or gravel as required to maintain adequate flow during the pipe laying or installation of other items of work within the excavation.

C. Water pumped or drained shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to roads. Water shall not be discharged onto surface improvements without adequate protection of the surface at the point of discharge. All gutter, drains, culverts, sewers, and inlets shall be kept clean and open for surface drainage. Water shall not be directed across or over pavements except through approved pipes or properly constructed troughs. The Contractor shall obtain permission from the Owner of any property involved before constructing water courses or installing discharge pipe or hose for removal of water and provide for disposal of the water without ponding or creating a public nuisance.

D. All pumps used for dewatering shall have noise-reduction features and shall be able to run continuously with minimal attendance. If required by the Owner or Owner, the pumps shall be enclosed on all sides with a plywood enclosure, with padded material suitable for outdoor conditions on the inside of the enclosure, to further reduce pump engine noise to an acceptable level. All applicable ordinances and codes for noise abatement shall be followed. The Contractor shall maintain pumps at all times, as necessary. When pumps are no longer required, the Contractor shall remove the pumps, wellpoints, pipes, and other apparatus from the area.

E. It is essential that the discharge of the trench dewatering pumps be conducted to natural drainage channels, drains, or storm sewers.

F. Trenches shall be constructed on the upstream side of the traffic way across roadways, driveways, or other traffic ways adjacent to drainage ditches or water to prevent impounding water after the pipe has been laid. The Contractor shall construct and maintain bridges and other temporary structures required to maintain traffic across such unfilled trenches. Backfilling shall be done so that water will not accumulate in unfilled or partially filled trenches. After backfilling is completed, the Contractor shall immediately remove all material deposited in

roadway ditches or other water courses crossed by the line of trench and restore the original section, grades, and contours of ditches or water courses. Surface drainage shall not be obstructed longer than necessary.

G. Where trenches are constructed in ditches or other water courses, backfill shall be protected from surface erosion. Where the grade of the ditch exceeds 1%, the Contractor shall install ditch checks. Unless otherwise indicated on the Contract Drawings, ditch checks shall be concrete or as otherwise approved by the Owner. Ditch checks shall extend not less than 2 feet below the original ditch or water course bottom for the full bottom width and at least 18 inches into the side slopes and shall be at least 12 inches thick.

3.6 BACKFILLING AND COMPACTION

A. The Contractor shall not backfill trenches until required tests are performed.

B. Trenches improperly backfilled shall be reopened to the depth required for proper compaction, then refilled and compacted as specified, or the condition shall be otherwise corrected as directed.

C. The Contractor shall perform the following steps to ensure compaction at the bottom of the trench or excavation before bedding:

1. Remove disturbed native soil material and/or any soils not meeting the requirement of satisfactory soil material as indicated on the Contract Drawings.
2. Compact the bottom of the trench excavation (undisturbed native subsurface soil) to no less than 95% of the Modified Proctor maximum dry density in accordance with ASTM D1557, before placement of foundation, bedding, piping, and backfill.

D. To backfill below and around pipe to the spring line of the pipe, the Contractor shall do the following:

1. Construct foundation and bedding as indicated on the Contract Drawings before placement of pipe.
2. Install each pipe at proper grade, alignment, and final position.
3. Deposit satisfactory soil material uniformly and simultaneously on each side of pipe in completed course layers to prevent lateral displacement.
4. Compact under pipe haunches and on each side of pipe to the pipe spring line as shown on the Contract Drawings to hold the pipe in the proper position during subsequent pipe backfilling and compaction operations.
5. Construct haunching as indicated on the Contract Drawings.

E. To trench backfill above pipe spring line to finished grade, the Contractor shall do the following:

1. Deposit satisfactory soil material around and above pipe in uniform layers as shown on the Contract Drawings.
2. Backfill and compact trenches from the spring line of the pipe to the top of the trench in completed course layers as shown on the Contract Drawings.
3. Use material previously defined in these Specifications as satisfactory soil material.
4. Compact by hand or mechanical tampers.

3.7 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. The Contractor shall remove and legally dispose of waste materials, including excavated material classified as unsatisfactory soil material, trash, and debris from the property at no additional cost to the Owner.

END OF SECTION

SECTION 02370
EROSION AND SEDIMENTATION CONTROL

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall take every reasonable precaution throughout construction to prevent the erosion of soil and the sedimentation of streams, bays, storm systems, or other water impoundments, ground surfaces, or other property as required by federal, state, and local regulations.

B. The Contractor shall provide protective covering for disturbed areas upon suspension or completion of land-disturbing activities. Permanent vegetation shall be established at the earliest practicable time but in no case more than 3 days where construction has temporarily ceased. Temporary and permanent erosion- control measures shall be coordinated to ensure economical, effective, and continuous erosion and siltation control throughout the construction and post- construction period.

1.2 RELATED WORK

A. Section 02920, Sodding.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. Florida Department of Transportation (FDOT)

1. FDOT Section 103—Temporary Work Structures.
2. FDOT Section 104—Prevention, Control, and Abatement of Erosion and Water Pollution.

3. FDOT Section 530—Riprap.
4. FDOT Section 982—Fertilizer.
5. FDOT Section 985—Geotextile Fabrics.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 RECORD DRAWINGS (NOT USED)

1.13 REGULATORY REQUIREMENTS

A. The Contractor shall prevent damage to properties outside the construction limits from siltation due to construction of the project and assume all responsibilities to the affected property owners for correction of damages which may occur.

B. Erosion control measures shall be performed conforming to the requirements of and in accordance with plans approved by applicable state and local agencies and as specified by the erosion-control portion shown on the Drawings and as required by these Specifications. If conflicting information is found in the specification and the Erosion and Sediment Control Plan on the Drawing set, the Drawing set notes will govern.

C. The Contractor shall not allow mud and debris to accumulate in the streets or enter drainage ditches, canals, or waterways.

D. Should the Contractor pump water from excavations during construction, appropriate siltation preventative measures shall be taken before the pumped water is discharged into any drainage ditch, canal, or waterway.

E. The Contractor shall designate a single individual responsible for maintaining the information required in the Stormwater Pollution Prevention Plan.

1.14 PRACTICES

The Contractor shall adhere to the following:

A. Avoid dumping soil or sediment into any stream bed, pond, ditch, or watercourse.

B. Maintain an undisturbed vegetative buffer where possible between a natural watercourse and trenching and grading operations.

C. Avoid equipment crossings of streams, creeks, and ditches where practicable.

1.15 EROSION AND SEDIMENT-CONTROL DEVICES AND FEATURES

A. The Contractor shall construct all devices (silt fences, retention areas, etc.) for sediment control at the locations required to protect federal, state, and local water bodies and water courses and drainage systems before beginning to excavate the site. All devices shall be properly maintained in place until a structure or paving makes the device unnecessary or until directed to permanently remove the device.

B. Filter fabric or other approved methods shall be placed and secured over the grates of each existing inlet, grating, or storm pipe opening near the area of excavation to prevent silt and debris from entering the storm systems.

C. The Contractor shall use silt fences, geotextile fabric and floating turbidity barriers as shown on the plans or as directed by the Owner or Owner's Representative to restrict movement of sediment from the site.

D. The Contractor shall establish vegetative cover on all unpaved areas disturbed by the work.

PART 2 PRODUCTS

2.1 GENERAL

A. Open-mesh biodegradable mulching cloth.

B. Fertilizer shall be 10-10-10 grade or equivalent.

C. Lime shall be Dolomitic Agricultural Ground limestone, in accordance with FDOT Section 982.

D. Grass shall be in accordance with Section 02920, Sodding.

E. Silt fence shall consist of non-biodegradable filter fabric (Trevira, Mirafi, etc.), in accordance with FDOT Section 985, wired to galvanized wire mesh fencing and supported by wood or metal posts.

F. Floating or staked turbidity barriers as specified in FDOT Section 985 and FDOT Standard Index 103.

G. Erosion Stone: FDOT Section 530

1. Sand-Cement Riprap
2. Concrete Block
3. Rubble 20 to 300 pounds each

H. Filter Fabric for placing under Riprap shall meet the requirements of FDOT Section 985.

PART 3 EXECUTION

3.1 CLEARING

A. The Contractor shall schedule and perform clearing and grubbing so that subsequent grading operation and erosion-control practices can follow immediately after. Excavation, borrow, and embankment operations will be conducted as a continuous operation. All construction areas not otherwise protected shall be planted with permanent vegetative cover within 14 working days after completing active construction.

3.2 STABILIZING

A. The angle for graded slopes and fills shall be no greater than the angle that can be retained by vegetative cover or other adequate erosion-control devices or structures. All disturbed areas outside of embankment left exposed will, within 14 working days of completion of any phase of grading, be planted or otherwise provided with either temporary or permanent ground cover, devices, or structures sufficient to restrain erosion.

3.3 REGULATORY REQUIREMENTS

A. Whenever land-disturbing activity is undertaken on a tract, a ground cover sufficient to restrain erosion must be planted or otherwise provided within 14 working days on that portion of the tract upon which further active construction is to be undertaken.

B. If any earthwork is to be suspended for any reason for longer than 14 calendar

days, the areas involved shall be sodded against excessive erosion during the suspension period. Suspension of work in any area of operation does not relieve the Contractor of the responsibility to control erosion in that area.

3.4 VEGETATIVE COVER

A. Seeding is not permissible; sodding is required.

3.5 MAINTENANCE

A. The Contractor shall maintain all temporary and permanent erosion-control measures in functioning order. Temporary structures shall be maintained until such time as vegetation is firmly established and grassed areas shall be maintained until completion of the project. Areas which fail to show a suitable stand of grass or which are damaged by erosion shall be immediately repaired. No additional payment will be made to the Contractor for re-establishing erosion-control devices, which may become damaged, destroyed, or otherwise rendered unsuitable for their intended function during the construction of the project.

B. The Contractor shall remove all silt, sediment, and debris buildup regularly to maintain functioning storm systems and erosion-control devices.

3.6 REMOVAL OF SEDIMENT CONTROL DEVICES

A. Near completion of the project, when directed by the Owner, the Contractor shall dismantle and remove the temporary devices used for sediment control during construction. All erosion-control devices shall be left in place until the grass is established. The Contractor shall sod areas around devices and sod after removing or filling temporary control devices.

B. The Contractor shall clean up all areas at the completion of the project.

C. The Contractor shall remove all debris, sediment, and asphalt from storm structures after permanent paving has been completed.

END OF SECTION

SECTION 02511

MILLING AND RESURFACING
OF EXISTING ASPHALTIC CONCRETE PAVEMENT AND ROADWAY BASE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. General Scope of Work

The Contractor shall:

- Furnish all labor, materials, and equipment necessary to remove existing asphaltic concrete pavement and roadway base, and the application of new surface course(s).
- Provide Maintenance of Traffic and coordinate and install temporary and permanent replacement of traffic signalization and pavement striping and markings.
- Provide stormwater system protection throughout the milling and resurfacing process and clean storm drains if excess paving material enters the system.

B. Disposable Materials

All surplus materials not claimed by the City shall be the property of the Contractor, and shall be disposed of by the Contractor in off-site areas provided by the Contractor.

C. Coordination of Milling Operations and Paving Operations

No milled surface outside the trenchline shall be left open to vehicular traffic for a period greater than three (3) consecutive calendar days. For each day after the three (3) day period that the milled surface is left open to vehicular traffic, the Contractor may be assessed the amount of two thousand ($2,000.00) dollars per day.

D. Damage to Adjacent Roadways

The milling and resurfacing equipment shall not damage and/or stain adjacent roadways. If damage to adjacent road is identified, the Contractor shall be responsible, at his own expense, for repairing the damage within 30 days of resurfacing completion.

1.2 RELATED WORK

The latest edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) shall be referred to for both specific and general standards for materials, construction, workmanship, and quality control as specified herein with exceptions, as noted herein.

(Division II Construction Details, Sections 300 – 339 Bituminous Treatments, Surface Courses, and Concrete Pavement).

3.2 QUALITY ASSURANCE

A. Asphalt pavements shall be plant-mixed hot bituminous mixtures. Plant operations shall not begin unless all weather conditions are suitable for laying operations.

B. A prime and tack coat shall be first applied to newly constructed or exposed base. A tack coat shall be applied on existing pavements that are to be overlayed with an asphalt mix and between successive layers of asphalt mix. Apply prime and tack coats when ambient or base surface temperature is above 40°F, and when temperature has been above 35ºF for 12-hours immediately prior to application.

C. Construct asphaltic concrete paving when ambient temperature is above 45°F. Do not apply when base is wet, contains excess moisture, or during rain. Establish and maintain required lines and elevations.

D. To prevent distortions in the newly finished pavement, do not open the roadway to traffic until the surface temperature has cooled to 160°F.

PART 2 MILLING

2.1 GENERAL

A. Set up, install and maintain temporary traffic control devices and detours as necessary in accordance with FDOT Standard Specifications.

B. Pavements shall be cut straight, clean and square with a power saw or other tools and equipment suitable for the Work.

2.2 EQUIPMENT

The equipment for the milling operation shall include a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface, and which shall produce, where required, a skid-resistant surface texture. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation. It shall be the Contractor's responsibility to be familiar with, and to comply with, all such local regulations, as well as State and Federal rules, and to obtain all permits required for the operation of such equipment.

2.3 CONSTRUCTION

The existing pavement and base shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as

specified herein. The longitudinal profile of the milled surface shall be established by skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Engineer may waive the requirements for the automatic grade or cross slope controls where the situation warrants such action.

The milling pattern, in conjunction with the pavement lay-down operation, shall be approved by the Engineer prior to starting each phase. If approved by the Engineer, the Contractor may elect to make multiple cuts to achieve the required pavement configuration or depth of cut. The forward speed of the milling machine may be restricted by the Engineer to assure an acceptable finished surface.

2.4 SIGNAL LOOPS

Existing signal loops are to be located in the field prior to milling. Installation of signal loops must be placed prior to final resurfacing course. Loops must not be cut into the final surface course. After loop installation is complete, MEG readings must be performed according to FDOT Specifications. Any cut loops must be replaced within two (2) calendar days.

2.5 DUST CONTROL

The milling machine must be operated to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required. Prior to opening to traffic an area which has been milled (except for areas in which the roadway base is temporarily exposed), the pavement must be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable, fine material which will dust under traffic. This operation must be conducted in a manner such as to minimize the potential for traffic hazards and pollution to the air. Sweeping of the milled surface with a power broom must be required prior to the placement of new surface course. At the time of paving operations, immediately prior to placement operations, the use of a pick-up sweeper will be required in areas as directed by the Engineer. Special care must be taken to clean all loose material from the area adjacent to the curb and gutter prior to paving operations.

2.6 FINISHED SURFACE

For pavement to be constructed over the milled surface, it must have a texture which will produce good bonding. The finished surface must have a reasonably uniform texture, must be within ¼ inch of a true profile grade, and must have no deviation in excess of ¼ inch from a straight edge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Engineer determines that they were caused by preexisting conditions which could not reasonably have been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Engineer, must be corrected by the Contractor at

no additional expense to the City. The Engineer may require the re-milling of any area in which a surface lamination causes a non-uniform texture to occur.

PART 3 RESURFACING

3.1 GENERAL

A. Asphalt mixtures shall meet the general construction requirements specified in FDOT Specification Section 330.

B. Spread the asphalt mixture only when the surface upon which it is to be laid has been previously prepared, is intact, firm, and properly cured, and is dry. Do not spread mixture that cannot be finished and compacted during daylight hours.

C. Deliver the asphalt cement from the asphalt plant at a temperature not to exceed 350°F and equip the transport tanks with sampling and temperature sensing devices meeting the requirements of FDOT. Maintain the asphalt cement in storage within a range of 230°F to 350ºF in advance of mixing operations. Maintain constant heating within these limits, and do not allow wide fluctuations of temperature during a day's production.

D. Produce a homogeneous mixture, free from moisture and with no segregated materials, that meets all specification requirements for the mixture, including compliance with the Marshall Properties. Also apply these requirements to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

3.2 PREPARATION OF APPLICATION SURFACES

A. Prior to the laying of the mixture, clean the surface of the base or pavement to be covered of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

B. Where an asphalt mix is to be placed on an existing pavement or old base that is irregular bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

C. Where an asphalt mix is to be placed over a newly constructed surface treatment, sweep and dispose of all loose material from the paving area.

D. Apply a prime and tack coat on newly constructed bases and apply a tack coat, as specified in FDOT Specification Section 300, on existing pavement structures that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

3.3 PLACING MIXTURE

A. Lay all asphaltic concrete mixtures, including leveling courses, other than adjacent

to curb and gutter or other true edges, by the string line method to obtain an accurate, uniform alignment of the pavement edge.

B. For each paving machine operated, use a separate crew, each crew operating as a full unit. The Contractor's Superintendent in charge of the paving operations must be physically accessible to the City at all times when placing mix.

C. Check the depth of each layer at frequent intervals, and make adjustments when the thickness exceeds the allowable tolerance. When making an adjustment, allow the paving machine to travel a minimum distance of 32-feet to stabilize before the second check is made to determine the effects of the adjustment.

D. In limited areas where the use of the spreader is impossible or impracticable, the Contractor may spread and finish the mixture by hand.

E. Straightedge and back-patch after obtaining initial compaction and while the material is still hot.

F. Upon arrival, dump the mixture in the approved mechanical spreader, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry an excess amount of mixture ahead of the screed at all times. Hand-rake behind the machine as required.

G. Before starting any rolling, check the surface; correct any irregularities; remove all drippings, fat sandy accumulations from the screed, and fat spots from any source; and replace them with satisfactory material. Do not skin patch. When correcting a depression while the mixture is hot, scarify the surface and add fresh mixture.

3.4 APPLICATION OF LEVELING COURSES

A. Before spreading any leveling course, fill all depressions in the existing surface more than 1-inch deep by spot patching with leveling course mixture, and then compact them thoroughly.

B. Place all courses of leveling by the use of two (2) motor graders; equip one with a spreader box. Use other types of leveling devices after they have been approved by the City.

C. When the total asphalt mix provided for leveling exceeds 50-lb/yds^2, place the mix in two or more layers, with the average spread of any layer not to exceed 50-lb/yd^2. When using Type S-3 Asphaltic Concrete for leveling, do not allow the average spread of a layer to be less than 50-lb/yd^2 or more than 75-lb/yd^2. The Contractor may vary the rate of application throughout the Project as directed by the City.

3.5 COMPACTING MIXTURE

A. The coverage is the number of times the roller passes over a given area of pavement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops below 160°F.

B. Seal Rolling: Provide two (2) coverages with a tandem steel-wheeled roller (either vibratory or static), weighing 5 to 12-tons, following as close behind the spreader as possible without pick-up, undue displacement, or blistering of the material. Use vibratory rollers in the static mode for layers of 1-inch or less in thickness.

C. Intermediate Rolling: Provide five (5) coverages with a self-propelled pneumatic-tired roller, following as close behind the seal rolling operation as the mix will permit.

D. Final Rolling: Provide one (1) coverage with a tandem steel-wheeled roller (static mode only), weighing 5 to 12-tons, after completing the seal rolling and intermediate rolling, but before the surface pavement temperature drops below 160ºF.

E. Operate the self-propelled, pneumatic-tired roller at a speed of 6 to 10-mph. For each roller, do not exceed an area of coverage of 4,000 yd^2/hour; if rolling Type S Asphaltic Concrete, do not exceed an area of coverage of 3,000 yd^2/hour.

F. Use a sufficient number of self-propelled pneumatic-tired rollers to ensure that the rolling of the surface for the required number of passes does not delay any other phase of the laying operation and does not result in excessive cooling of the mixture before completing the rolling. In the event that the rolling falls behind, discontinue the laying operation until the rolling operations are sufficiently caught up.

G. Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, manholes, etc.

H. Use self-propelled pneumatic-tired rollers to roll all patching and leveling courses. Where placing the initial leveling course over broken concrete pavement, use a pneumatic-tired roller that weighs at least 15-tons. For Type S-3 Asphaltic Concrete leveling courses, use a steel-wheeled roller to supplement the traffic rollers. On other leveling courses, use a steel-wheeled roller to supplement the traffic rollers on all passes after the first pass.

I. Do not allow the rollers to deposit gasoline, oil, or grease onto the pavement. Remove and replace any areas damaged by such deposits as directed by the City. While rolling is in progress, test the surface continuously, and correct all discrepancies to comply with the surface requirements. Remove and replace all drippings, fat or lean areas, and defective construction of any description. Remedy depressions that develop before completing the rolling by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after obtaining the final compaction, remove the full depth of the mixture, and replace it with sufficient new mixture to form a true and even surface. Correct all high spots, high joints, and honeycombing as directed by the City. Remove and replace any mixture remaining unbonded after rolling. Correct all defects prior to laying the subsequent course.

J. Compact first structural layer with a minimum of three passes.

3.6 JOINTS

A. Place the mixture as continuously as possible. Do not pass the roller over the unprotected end of the freshly laid mixture except when discontinuing the laying operation long enough to permit the mixture to become chilled. When thus interrupting the laying operation, construct a transverse joint by cutting back on the previous run to expose the full depth of the mat.

B. For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6-inches to 12-inches laterally between successive layers.

C. When laying fresh mixture against the exposed edges of joints (trimmed or formed as provided above), place it in close contact with the exposed edge to produce an even, well-compacted joint after rolling.

D. The final layer of asphalt shall be rolled a minimum of two times longitudinally down the roadway centerline such that no centerline seam is apparent.

3.7 SURFACE REQUIREMENTS

A. Obtain a smooth surface on all pavement courses placed, and then straightedge all intermediate and final courses with a 15-foot rolling straightedge. Furnish a 15-foot manual straightedge, and make it available at the job site at all times during the paving operation for checking joints and surface irregularities.

B. Produce a finished surface of uniform texture and compaction with no pulled, torn, or loosened portions and free of segregation, sand streaks, sand spots, or ripples.

C. All utilities and related structures requiring adjustment shall be adjusted by the Contractor. The Contractor shall complete all utility adjustments prior to the commencement of resurfacing operations. The Contractor shall confirm with a City representative, prior to commencing milling operations, the proposed adjustment does not negatively affect a utility.

3.8 ACCEPTANCE REQUIREMENTS

A. Upon completion of the final surface or friction course, the City will test the finished surface with a 15-foot rolling straightedge. Correct all deficiencies in excess of 3/16-inch.

B. If correction is made by removing and replacing the pavement, remove the full depth of the course and extend at least 50-feet on either side of the defective area for the full width of the paving lane.

C. If correction is made by overlaying, cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of 50-feet on either side of the defective area. Extend the overlay the full width of the roadway. Maintain the specified cross slope. The City may adjust, as necessary, the mix used for the overlay for this purpose.

D. The maximum deficiency from the specified thickness as follows:
1. For pavement of a specified thickness of 2-½-inches or more: ½ -inch
2. For pavement of a specified thickness less than 2-½-inches: ¼ -inch

E. Where the deficiency in thickness is: (1) in excess of 3/8-inch for pavement of less than 2-1/2-inches in specified thickness, or (2) in excess of 3/4-inch for pavement of specified thickness of 2-1/2-inches or more, correct the deficiency either by replacing the full thickness for a length extending at least 50-feet from each end of the deficient area.

F. For any case of excess deficiency of the pavement, if approved by the City for each particular location, correct the deficient thickness by adding new surface material, and compact it to the same density as the adjacent surface. The City will determine the area to be corrected and the thickness of new material added.

3.9 REPAIR AND RESTORATION

A. Replace asphalt pavement or roadway surfaces cut or damaged by milling and resurfacing operations to equal or better condition than the original, including stabilization, base course, surface course, curb and gutter, and other appurtenances.

3.10 SIGNALIZATION, PAVEMENT STRIPING AND MARKING

A. The Contractor shall be responsible for coordinating, repairing or replacing all traffic signalization devices and traffic loops damaged during the pavement milling, removal and replacement process.

B. The Contractor shall be responsible for coordinating, inventorying, and replacing all temporary and permanent pavement striping and markings damaged during the asphalt pavement milling, removal, and replacement process.

END OF SECTION

SECTION 02515
TEMPORARY ROADWAY RESTORATION

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, and equipment necessary to provide for the construction of all temporary roadway restoration where indicated on the Drawings or as required by the Owner.

1.02 RELATED WORK

A. Section 02230, Site Preparation

1.03 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Limerock material submittal is to be made to include liquid limit, plastic index, gradation, certification regarding deleterious material, limerock bearing ratio (LBR), and other information as required to indicate performance with the specifications.

B. Information regarding asphaltic concrete materials and mix shall be submitted as required by the referenced FDOT specifications.

1.04 WORK SEQUENCE (NOT USED)

1.05 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. The latest edition of the FDOT Standard Specifications for Road and Bridge Construction (Standard Specifications) and Roadway and Traffic Design Standards shall be referred to for construction, workmanship, and quality control as specified herein with exceptions as noted herein.

B. Reference standards and recommended practices referred to herein shall be the latest revision of any such document. Standards referenced herein are listed below.

1.	ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
2.	ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m^3)).
3.	ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by Rubber Balloon Method.
4.	ASTM D6938	Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depths).

1.06 QUALITY ASSURANCE

A. Field densities shall be performed as directed by the Engineer and determined as follows: stabilized sub-grade and limerock base course densities shall be determined on intervals not to exceed 1000 feet or 2 per installation.

B. Line and grade shall be field-checked on intervals not to exceed 100 feet. Such checking shall apply to all improvements made within the limits of construction. Line and grade tolerance shall be as previously set forth (FDOT Section 120-11).

C. Depth and width of stabilization and/or limerock shall be field-checked at intervals not to exceed 100 feet or 2 per installation.

D. The Engineer may require additional testing as deemed necessary. Interpretation of test results shall be done by the Engineer, and remedial work shall be performed by the Contractor, as directed by the Engineer. The Contractor shall provide labor to the Engineer for aid in performing tests and/or checking line and grade at no additional cost to the Owner.

E. Laboratory Maximum Dry Density of soil mixtures at optimum moisture shall be determined by ASTM D 1557 for road subgrade and base course.

F. Field density of stabilized subgrade and soils or soil mixtures in fill or backfill shall be determined by ASTM D1556 or Nuclear Method D 2922.

G. Bearing value of stabilized subgrade shall be determined by the methods required for determining limerock bearing ratio (LBR) according to the FDOT Standard Specifications. Stabilized subgrade and shoulder LBR tests shall be performed at a

minimum of one LBR test for each discontinuous construction area and change of material.

H. Field density of stabilized subbase shall be 98% or greater of the Modified Proctor maximum dry density, ASTM D 1557.

I. The Contractor shall retain an independent testing agency, as approved by the Engineer, to perform all tests. The Engineer shall have sole responsibility for interpretation of all test results. The cost of all retests due to failure to achieve specified requirements will be borne by the Contractor.

1.07 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01740, Warranties and Bonds.

1.08 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.09 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 RECORD DRAWINGS (NOT USED)

PART 2 PRODUCTS

2.01 GENERAL

All materials and products for the work under this Section shall conform to the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction except as otherwise stated herein.

2.02 BASE COURSE

Base courses shall be crushed concrete or asphalt. Methods of construction shall conform to FDOT specifications. Crushed concrete used in construction of base course shall have an average LBR value of not less than 100. The average LBR value of the materials produced at a particular source shall be determined in accordance with an FDOT approved quality control procedure.

2.03 STABILIZED SUBGRADE

All roadwork shall consist of constructing a stabilized roadbed having a minimum LBR of 40. The required LBR shall be obtained by stabilizing the roadbed stabilization material as specified in Section 914 of the FDOT Standard Specifications.

PART 3 EXECUTION

3.01 EXCAVATION AND EMBANKMENT

A. FDOT Standard Specifications Section 120-1 through 120-12 shall apply:

B. Exceptions

1. Section 120-4.1, Subsoil Excavation: Unsuitable soils shall be as specified in Section 02225, Earthwork for Utilities.

2. Section 120-4.2: Where removal of existing pavement is called for, it shall be removed to the full depth as indicated in the cross sections and replaced with new limerock and paving or other treatment in accordance with the drawings and details.

3. Section 120-5.3: Disposal of muck on side slopes shall not apply.

4. Section 120-9.2.1: Laboratory maximum dry density shall be determined by Modified Proctor, ASTM D1557. Field densities shall be determined by ASTM D1556, ASTM D2167, or Nuclear Method D2922. All embankments shall be compacted to not less than 95% of the maximum dry density, as determined by modified Proctor, ASTM D 1557.

5. Section 120-11.2 Construction Tolerances: No tolerance greater than 0.1 foot above or below the plan cross-section will be allowed.

3.02 STABILIZED SUBGRADE

The sub-grade construction shall conform to the elevation and cross-sections on the drawings after it has been compacted to 98% of the maximum density as determined by AASHTO 180 (ASTM D1557) with a minimum depth of 12-inches. Material not compacted thoroughly and to the satisfaction of the Engineer shall be replaced with suitable material and re-compacted to grade.

3.03 REMOVING PAVEMENT

A. Remove existing pavement and base as necessary for trench excavation and installation of pipeline and appurtenances.

B. Prior to removing any pavement, mark the pavement paralleling pipeline and existing street lines.

C. Under no circumstances shall the Contractor be allowed to remove concrete or asphalt without prior saw cutting. Asphalt pavement shall be cut along the marks using suitable equipment. The saw cutting shall be deep enough to produce an even, straight cut.

D. Do not pull pavement with machines until the pavement is completely broken and separated from pavement to remain.

E. Do not disturb or damage adjacent pavement. If the adjacent pavement is disturbed or damaged, saw cut, remove and replace the pavement.

3.04 TEMPORARY ROADWAY SURFACES

A. After installation of pipeline and appurtenances, the trench shall be backfilled with the requirements in these Specifications

B. The Contractor shall be required to install and maintain temporary roadway surfaces over all roadway cuts at the end of each day's work. Temporary roadway surfaces shall be a minimum of 2-inches of compacted millings over appropriately compacted trenches with backfill, subgrade and base material installed.

C. Temporary roadway surfaces shall be maintained by the Contractor until such time as the subsurface work is certified as substantially complete (see Section 00625) and the abandon in place or removal of the old water lines is complete.

3.05 LIMEROCK BEARING RATIO AND DENSITIES

A. Stabilized finish subgrade and stabilized shoulders shall have a minimum Limerock Bearing Ration (LBR) value of 40.

B. Field density of stabilized finished grade shall be a minimum of 98% of the Modified Proctor maximum dry density per ASTM D 1557 to a minimum depth of 12 inches as shown on the drawings.

3.06 BASE COURSE

A. The following sections of the Standard Specifications shall apply:

1. Section 200-3, Equipment
2. Section 200-4, Transporting Rock
3. Section 200-5, Spreading Rock
4. Section 200-6, Compacting and Finishing Base
5. Section 200-7, Acceptance Program
6. Section 200-8, Priming and Maintaining

B. Exceptions

1. Section 200-7.2.1, Density: The minimum density which will be acceptable for paved areas will be 98% of the maximum dry density as determined by Modified Proctor, ASTM D 1557.

2. Section 200-7.3.1.2, Depth and Surface Testing Requirements: Thickness of base shall be measured at intervals not to exceed 200 feet.

3.07 PAVEMENT REPAIR

A. All damage to pavement as a result of work under this contract shall be repaired in a manner satisfactory to the Engineer by, and at the expense of, the Contractor. Pavement shall be repaired to match the original surface material and original grade. However, the asphalt concrete thickness shall not be less than 1 inch. The repair shall include the preparation of the subgrade, the placing and compacting of the base course, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.

B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

END OF SECTION

SECTION 02523

SIDEWALKS, DRIVEWAYS AND CURBS

PART 1 GENERAL

1.1 SUMMARY OF WORK INCLUDED

A. Sidewalks, sidewalk ramps, driveways, curbs and drive approaches complete with concrete materials, concrete curing compounds, joint materials, field quality control and appurtenances.

1.2 REFERENCES

A. Conform the work for this Section to the applicable portions of the following standard Specifications.

1. ASTM - American Society of Testing and Materials
2. AASHTO - American Association of State Highway and Transportation Officials
3. FDOT - Florida Department of Transportation - Standard Specifications for Road and Bridge Construction.
4. FAC - Florida Accessibility Code.
5. ADAAG - American with Disabilities Act Accessibility Guidelines
6. UFAS - Uniform Federal Accessibility Standards

1.3 SUBMITTALS

A. Test Reports:

1. Provide the Owner with two (2) certified copies of the test results. Perform the tests by a laboratory approved by the Owner.

1.4 QUALITY ASSURANCE

A. Reinforced concrete shall comply with ACI 318, the recommendations of ACI 350R and other stated requirements, codes and standards. The most stringent requirement of the codes, standards and this Section shall apply when conflicts exist.

B. Only one source of cement and aggregates shall be used on any one structure. Concrete shall be uniform in color and appearance.

C. Formwork shall be designed and erected in accordance with the requirements of ACI 301 and ACI 318 and as recommended in ACI 347 and shall comply with all applicable regulations and codes.

PART 2 PRODUCTS

2.1 MATERIALS

A. Use 3,000-psi concrete except as modified herein.

B. Cement: Domestic Portland cement complying with ASTM C150. Air entraining cements shall not be used. The brand of cement shall be subject to approval by the Engineer and one brand shall be used throughout the Work.

1. Class A, B, C, D Concrete Type II with the addition of fly ash resulting in C3A being below 5% of total cementitious content, Type III limited to 5% C3A, or Type V shall be used.
2. Aggregate shall be washed inert natural sand conforming to the requirements of ASTM C33.
3. Admixtures shall be free of chlorides and alkalis (except for those attributable to water). When more than one admixture is required to be used in a concrete mix, the admixtures shall be from the same manufacturer. Admixtures shall be compatible with the concrete mix, including other admixtures, and shall be suitable for use in contact with potable water after 30 days of concrete curing.

    a. Air-Entraining Admixture: The admixture shall comply with ASTM C260.
    b. Water-Reducing Agent: The admixture shall comply with ASTM C494, Type A.
    c. High-Range Water-Reducer (Plasticizer): The admixture shall comply with ASTM C494, Type F and shall result in non-segregating plasticized concrete with little bleeding and with the physical properties of low water/cement ratio concrete. The treated concrete shall be capable of maintaining its plastic state more than 2 hours.
    d. Admixtures causing retarded or accelerated setting of concrete shall not be used without written approval from the Engineer. When allowed, the admixtures shall be retarding or accelerating water-reducing or high-range water-reducing admixtures.

C. Use water for mixing and curing concrete reasonably clean and free from oil, salt, acid, alkali, chlorides, sugar, vegetable, or other substances injurious to the finished product. Waters from sources approved by the local Health Department as potable may be used without test. Test water requiring testing in accordance with the current Method of Test for Quality of Water to be used in Concrete, AASHTO T-26.

D. Pozzolan (Fly Ash) shall be Class F fly ash complying with ASTM C618, except that the Loss on Ignition (LOI) shall be limited to 3% maximum.

E. Materials for curing concrete:

1. Sheet Curing Materials—Waterproof paper, polyethylene film, or white burlap polyethylene sheeting shall comply with ASTM C171.
2. Liquid Curing Compound—Liquid membrane forming curing compound shall comply with the requirements of ASTM C309, Type 1 D (clear or translucent with fugitive dye) and shall contain no wax, paraffin, or oil. The curing compound shall be approved for use in contact with potable water after 30 days according to NSF 61 (non-toxic and free of taste or odor).

F. Chemical hardener shall be Lapidolith by Sonneborn, Hornolith by A.C. Horn, Penalith by W.R. Meadows, or equal fluosilicate base material.

G. Concrete sealer shall be "Kure N Seal," by Sonneborn, Minneapolis, MN or equal.

H. Use fiber joint filler that conforms to ASTM D1751. Use filler of the thickness, as specified herein, or as directed by the Owner.

I. Use hook bolts that conform to ASTM A706, or for Grade 60 of ASTM A615, A616, or A617. Use 5/8-inch diameter hook bolts self-tapping.

J. Use hot-poured type joint sealant that conforms to ASTM D6690.

K. Forms for cast in place concrete shall be made of wood, metal, or other approved material. Construct wood forms of sound lumber or plywood of suitable dimensions and free from knotholes and loose knots. Where used for exposed surfaces, dress and match boards. Sand plywood smooth and fit adjacent panels with tight joints. Metal forms may be used when approved by the Engineer and shall be of an appropriate type for the class of work involved. All forms shall be designed and constructed to provide a flat, uniform concrete surface requiring minimal finishing or repairs. Coat all forming surfaces in contact with concrete using an effective, non- staining, non-residual, water-based, bond-breaking form coating unless otherwise noted.

L. Concrete reinforcement used in driveway aprons shall be a flat sheet of welded wire fabric that complies with ASTM A185 or fiber reinforcement. Fiber reinforcement shall be synthetic fibers with 100% polypropylene collated, fibrillated fibers and with a minimum tensile strength of 70 ksi. Fiber-reinforced concrete shall be in accordance with ASTM C1116/C1116M, Type III, synthetic fiber-reinforced concrete. Use a minimum of 1.5 pounds of fibers per cubic yard of concrete. Add fibers at the batch plant.

M. Mixes:

1. Select proportions of ingredients to meet the design strength and materials limits

specified in Table 1 and to produce concrete having proper workability, durability, strength, appearance, and other required properties. Proportion ingredients to produce a homogenous mixture, which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing excessive free water to collect on the surface.

2. The design mix shall be based on standard deviation data of prior mixes with essentially the same proportions of the same constituents or, if such data are not available, be developed by a testing laboratory acceptable to the Engineer and engaged by and at the expense of the Contractor. Mixes based on standard deviation shall be accepted based on the modification factors for standard deviation tests contained in ACI 318. The water content of the concrete mix, determined by laboratory testing, shall be based on a curve showing the relation between water cementitious ratio and 7- and 28-day compressive strengths of concrete made using the proposed materials. The curves shall be determined by four or more points, each representing an average value of at least three test specimens at each age. The curves shall have a range of values sufficient to yield the desired data, including the specified design strengths as modified below, without extrapolation. The water content of the concrete mixes to be used, as determined from the curve, shall correspond to strengths 16% greater than the specified design strengths. The resulting mix shall not conflict with the limiting values for maximum water cementitious ratio and net minimum cementitious content as specified in Table 1.

3. Entrained air, as measured by ASTM C231, shall be as shown in Table 1.

    a. If the air-entraining agent proposed for use in the mix requires testing methods other than those in ASTM C231 to accurately determine air content, make special note of this requirement in the admixture submittal.

4. Slump of the concrete as measured by ASTM C143 shall be as shown in Table 1. If a high-range water-reducer (plasticizer) is used, the slump indicated shall be that measured before plasticizer is added. Plasticized concrete shall have a slump ranging from 7 to 10 inches.

TABLE 1
CONCRETE MIX REQUIREMENTS

Class	Design Strength (1)	Cement (2)		Fine Aggregate (2)	Coarse Aggregate (3)	Cementitious Content (4)
A	2500	C150 Type II		C33	57	440 min.
B	3000	C150 Type II		C33	57	480 min.
C	4000	C150 Type II		C33	57	560 min.
D	5000	C150 Type II		C33	57	600 min.
Class	W/C Ratio (5)	Fly Ash	AE Range (6)	WR (7)	HRWR (8)	Slump Range (Inches)
A	0.60 max.	--	3.5 to 5	Yes	*	1-4
B	0.54 max.	--	2.5 to 5	Yes	*	1-3
C	0.44 max.	20 - 25%	2.5 to 5	Yes	*	3-5
D	0.40 max.	--	3.5 to 5	Yes	*	3-5

NOTES:
(1) Minimum compressive strength in psi at 28 days.
(2) ASTM designation.
(3) Size Number in ASTM C33.
(4) Cementitious content in lbs/cu yd.
(5) W/C is Water-Cementitious ratio by weight.
(6) AE is percent air-entrainment.
(7) WR is water-reducer admixture.
(8) HRWR is high-range water-reducer admixture.
* HRWR used at the Contractor's option.

PART 3 EXECUTION

3.1 CONTRACTOR'S VERIFICATION

A. Prior to the installation of any concrete, examine the excavation and forms for the proper grades, lines, and levels required to receive the new work. Ascertain that all excavation and compacted subgrades are adequate to receive the concrete to be installed. Correct all defects and deficiencies before proceeding with the work.

B. Investigate and verify location of existing improvements to which the new work is to be connected. Make necessary adjustment in line and grade to align the new work with the existing conditions as approved by the City Inspector prior to any change.

3.2 PREPARATION

A. Use wood or metal forms, straight and free from warp, clean, and sufficient strength to resist springing during the process of depositing concrete against them.

1. Use full depth of the concrete forms.

3.3 INSTALLATION

A. Construct all sidewalks and sidewalk ramps four (4) inches thick except at driveways. Construct thickness of the sidewalks six (6) inches at driveways. Construct sidewalks five (5) feet wide unless otherwise noted in the Standard Details, and slope 2% towards the center of the road.

B. Construct driveways and approaches six (6) inches thick. Construct the width of the driveways and driveway approaches as shown in the Standard Details, on the Plans, or as directed by the City's Inspector.

C. All public sidewalk access ramps shall have truncated dome detectable warning surfaces in yellow and will be required at all road intersections as shown in the Construction Plans. Construct sidewalk access ramps in accordance with Standard Detail.

D. Conform construction of sidewalk ramps within street intersections where curbed pavement exists to the current FDOT Roadway and Traffic Design Standards.

1. Saw cut, to full depth of pavement, and remove a minimum of an 18-inch wide curb and gutter section where there is no proper curb drop for the sidewalk ramp or driveway approach. When mountable curbs are present, remove a 24-inch wide curb and gutter section for the construction of sidewalk ramps, as specified above.

2. Remove curb and gutter as determined by the City's Inspector in the field but remove curb and gutter at least as wide as the proposed sidewalk ramp plus 1-foot on each side.

3. Replace the removed curb and gutter section in accordance with standard details and seal joint with hot poured rubber asphalt.

E. Install 5/8-inch diameter self-tapping hook bolts, in the existing concrete pavement as indicated on the Plans prior to placing concrete for the removed curb and gutter section.

F. Use wood forms, straight and free from warp, of nominal depth for sidewalk sections less than 25 feet in length.

1. Stake forms to line and grade in a manner that will prevent deflection and settlement.

2. When unit slab areas are to be poured, place slab division forms such that the slab division joints will be straight and continuous.

3. Set forms for sidewalk ramps to provide a grade toward the centerline of the right-of-way in accordance with current standards. Use a uniform grade, except as may be necessary to eliminate short grade changes.

4. Leave forms in place at least 12 hours after the concrete is placed. Place forms ahead of the pouring operations to maintain uninterrupted placement of concrete.

G. Surface condition, bending, spacing and tolerances of placement of reinforcement shall comply with the CRSI Manual of Standard Practice. The minimum concrete cover of reinforcement for concrete cast against and permanently exposed to earth shall be 3-inches.

H. Construct expansion and control joints at the locations specified herein, as indicated in the Standard Details or as directed by the City's Inspector.

1. Expansion joints shall be provided between all sidewalks, driveways, slabs, pads, and other fixed objects, and at all sidewalk intersections. Expansion joints shall be ½ inch in width, formed with pre-formed joint filler. Expansion joints in sidewalks shall be at every fourth control joint location.

2. Control joints shall be provided every five (5) feet. Form joints by use of slab divisions forms extending to the full depth of the concrete or by cutting joints in the concrete, after floating, to a depth equal to ¼ the thickness on the sidewalk. Construct cut joints not less than 1/8-inch or more than 1/4-inch in width and finish smooth and at right angles to the centerline on the sidewalk.

I. Place all concrete on a prepared smooth, leveled, rolled and properly compacted base. Place concrete on a moist surface with no visible water present.

1. Deposit the concrete, in a single layer to the depth specified. Spade or vibrate and compact the concrete to fill in all voids along the forms and joints. Strike off the concrete with a strike board until all voids are removed and the surface has the required grade and cross section as indicated in the Standard Details, or as directed by the City's Inspector.

2. Float the surface of the concrete just enough to produce a smooth surface free from irregularities. Round all edges and joints with an edger having a ½ -inch radius.

3. When the concrete has stiffened sufficiently to maintain small surface indentations, broom the surface of sidewalks, driveways and approaches to slightly roughen the surface by drawing a stiff bristle broom lightly across the surface in the direction of drainage.

4. Texture the surface of the sidewalk ramps with a coarse broom transversely to the ramp slope, and coarser roughen than the remainder of the sidewalk.

5. The edge of the sidewalk shall be carefully finished with an edging tool having a radius of ½-inch.

J. After finishing operations have been completed and immediately after the free water

has left the surface, completely coat and seal the surface of the concrete (and sides if slip-forming is used) with a uniform layer of white membrane curing compound. Do not thin the curing compound. Apply the curing compound at the rate of one gallon per 200 square feet of surface.

K. Place suitable barricades and lights around all newly poured sidewalks, sidewalk ramps, driveways, driveway approaches and curb and gutter sections in order to protect the new work from damage from pedestrians, vehicles and others until the concrete has hardened.

1. Leave barricades in place for a minimum of two (2) days, except for driveway approaches and curb and gutter sections. Leave barricades in place for a minimum of three (3) days.

2. Remove and replace any concrete that suffers surface or structural damage at no additional cost to the Owner.

L. Protection:

1. Protect new concrete from the effects of rain before the concrete has sufficiently hardened. Have available on the job site at all times enough burlap or 6-mil thick polyurethane film to cover and protect one day's work. Stop work and cover completed work when rain appears imminent. As soon as the rain ceases, uncover the concrete and burlap drag the surface where necessary. Apply curing compound to any areas where the compound has been disturbed or washed away.

2. Do not place concrete when the temperature of the concrete at the point of placement is above 90 degrees F.

M. After the concrete has gained sufficient strength, but no sooner than within 12 hours, remove the fixed forms and backfill the spaces on both sides with sound earth of topsoil quality. Compact, level and leave backfill in a neat condition.

N. Construct gutters and curbs in accordance with the City Infrastructure Specifications and Section 520 FDOT Standard Specifications for Road and Bridge Construction, latest edition, including supplements.

3.4 FIELD QUALITY CONTROL

A. Use a ticket system for recording the transportation of concrete from the batching plant to point of delivery. Issue this ticket to the truck operator at the point of loading and give to the City's Inspector upon delivery.

B. Remove concrete not permitted for inclusion in the work by the City Inspector from the site. Rejection of concrete will be determined through Field Quality Control and elapsed time from mixer charging to delivery as determined by the City Inspector.

C. Perform tests of each batch of concrete delivered, each 50 cubic yards, or whenever consistency appears to vary as specified below or as determined by the City's Inspector. The sampling and testing of slump, air content and strength will be performed at no cost to the Owner.

1. Secure composite samples in accordance with the Method of Sampling Fresh Concrete, ASTM C172.

2. Test in accordance with ASTM C143. Use the least slump possible consistent with workability for proper placing of the various classifications of concrete.

3. Determine air content of normal weight concrete in accordance with Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method, ASTM C231, or by the volumetric method, ASTM C 173, for each strength test.

4. Make two (2) strength tests of three (3) samples each for each 50 cubic yards, or fraction thereof, of each mix design of concrete placed in any one (1) day.

   a. Handling Samples: Mold and cure three (3) specimens from each sample in accordance with Method of Making and Curing Concrete Test Specimens in the Field, ASTM C31. Record any deviations from the requirements of this Standard in the test report.

   b. Testing: Test specimens in accordance with Method of Test for Compressive Strength of Cylindrical Concrete Specimens, ASTM C39. Test one (1) specimen at seven (7) days for information and test two (2) at 28 days for acceptance. Use the average of the strengths of the two (2) specimens tested at 28 days. Discard results if one (1) specimen in a test manifests evidence of improper sampling, molding or testing, and use the strength of the remaining cylinder. Should both specimens in test show any of the above defects, discard the entire test.

   c. Acceptance of Concrete: The strength level of the concrete will be considered satisfactory so long as the averages of all sets of three consecutive strength test results equal or exceed the specified 28-day strength and no individual strength test results falls below the specified 28-day strength by more than 300 psi. If the strength test is not acceptable, perform further testing to qualify the concrete.

   d. Concrete Temperature: Determine the temperature of concrete sample for each strength test.

D. Rebar and wire mesh shall not be visible at the completion of the project.

3.5 INSPECTION

A. The City Inspector shall be notified when the forms are complete and ready for inspection at least 6 hours prior to the proposed concrete placement.

B. Failure of the forms to comply with the requirements specified herein, or to produce concrete complying with requirements of this Specification, shall be grounds for rejection of that portion of the concrete work. Rejected work shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner. Such repair or replacement shall be subject to the requirements of this Specification.

C. In no case shall any reinforcing steel be covered with concrete until the installation of the reinforcement, including the size, spacing and position of the reinforcement has been observed and approved by the City Inspector.

3.6 CONCRETE REPAIR

A. In sidewalk panels adjacent to those designated for replacement damaged during the work shall be replaced as a complete panel with no additional cost to the owner.

3.7 PAVEMENT REPAIR

A. All damage to pavement as a result of work under this contract shall be repaired in a manner satisfactory to the City and at the expense of the Contractor. Pavement shall be repaired to match the original surface material and original grade. However, the asphalt concrete thickness shall not be less than 2-inches. The repair shall include the preparation of the subgrade, the placing and compacting of the limerock base, the priming of the base, the placing and maintaining of the surface treatment, all as specified herein.

B. The width of all repairs shall extend at least 12 inches beyond the limit of the damage. The edge of the pavement to be left in place shall be cut to a true edge with a saw or other approved method so as to provide a clean edge to abut the repair. The line of the repair shall be reasonably uniform with no unnecessary irregularities.

END OF SECTION

SECTION 02531
CONNECTIONS TO AND WORK ON THE EXISTING WATER SYSTEM

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, and equipment required and maintain flow, construct and maintain all temporary connections and bypasses, and construct the permanent connections to the new water system as shown on the Drawings and as directed by the Engineer.

B. Should damage of any kind occur to the existing pipes, the Contractor shall, at his own expense and as part of the work under this Item, make repairs to the satisfaction of the Engineer.

C. Notify the Engineer immediately of any discrepancies in elevations of existing pipes and structures between those shown on the Drawings and those established during construction so the Engineer can make the necessary modifications.

1.2 RELATED WORK

A. Section 01740, Final Cleaning.
B. Section 02305, Earthwork for Utilities.
C. Section 03301, Concrete and Reinforcing Steel.

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.6 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 HANDLING FLOWS

A. The Contractor shall furnish all labor, equipment, and materials necessary to maintain existing flows, including temporary bypasses and all pumping of potable water that may be required.

B. The Contractor shall make provisions to maintain water service connections during construction. Notify residents and all affected parties in advance whenever construction requires the interruption of water service. Schedule operations to cause a minimum of inconvenience to the customers by the interruption of service.

C. The Contractor shall be responsible for notifying and rescinding affected parties for any Boil Orders in coordination with the Owner. The Contractor shall be responsible for any and all testing, reporting, and public notifications for Boil Orders.

D. Submit to the Engineer and the Owner, for approval, a detailed written plan of procedures for flow maintenance 10 days in advance of flow interruption.

END OF SECTION

SECTION 02630
STORM DRAINAGE

PART 1 GENERAL

1.1 SCOPE OF WORK

This Section includes the work necessary to provide for the construction of a stormwater collection system. This work shall include furnishing all labor, materials, tools, transportation, supplies, equipment and appurtenances necessary for the complete and satisfactory construction of the storm water system as shown on the plans, completed and ready for service.

1.2 RELATED WORK

A. Section 02300 Earthwork for Structures
B. Section 02305 Earthwork for Utilities
C. Section 02370 Erosion and Sedimentation Control
D. Section 02920 Sodding
E. Section 03301 Concrete and Reinforcing Steel

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and
Acceptance:

A. Shop Drawings: The Contractor shall submit catalog cut sheets, manufacturer's descriptive literature, and other information as necessary to the Engineer for approval before installing pipes and structures.

B. Certifications: The Contractor shall submit a notarized certification from the pipe manufacturer that the pipe and fittings supplied are new, have been manufactured for this project, have been inspected at the plant, and meet the requirements of these Specifications.

1.4 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

The most current edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (Standard Specifications) and the most current edition of the Roadway and Traffic Design Standards shall be referred to for

construction, workmanship, and quality control as specified in this Section with exceptions as noted. Note that any reference in the Standard Specifications to the terms "Department" or "District Materials Engineer" shall be replaced by the term "Engineer."

1.5 WARRANTIES

Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.6 DELIVERY, STORAGE, AND HANDLING

The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.7 PROJECT AND SITE CONDITIONS

Adequate means shall be taken by the Contractor to prevent siltation in the storm drain pipe and storm inlets and erosion at the pipe outlet. These means shall include, but not be limited to, the furnishing and installation of silt fences, "gutter buddies", and riprap or other measures as detailed in the erosion control provisions.

PART 2 PRODUCTS

The Contractor shall provide all new materials free from defects impairing strength and durability and of the best commercial quality for the purpose specified. All materials shall have structural properties sufficient to safely sustain or withstand strains and stresses which they will be normally subjected to and be true to detail.

2.1 PIPES AND FITTINGS

A. Reinforced Concrete Pipe (RCP)

RCP shall conform to the requirements of Sections 430 and 449 of the latest revision of the FDOT Standard Specifications for Roads and Bridges.

B. PVC Storm Pipe

1. Pipe shall be ConTech A-2000.
2. All pipe in which the pipe and fittings cannot be made to fit properly shall be rejected.
3. All gaskets and appurtenances shall be manufactured by ConTech.

C. Other Pipe

Non-reinforced or plain concrete, corrugated metal, and ADS pipe are not permitted on City projects or within the ROW.

2.2 BEDDING MATERIAL

Section 125 of the FDOT Standard Specifications shall apply.

2.3 INLETS, MANHOLES, AND JUNCTION BOXES

A. All structures shall be rated H20 loading for truck traffic.
B. The wall thickness of any storm structure shall be 8" or greater.
C. Manhole frames, covers, and grates shall conform to the standard details.
D. Gray iron castings shall have appropriate certifications and be marked in accordance with the requirements of AASHTO M-306.
E. Section 425 of the FDOT Standard Specification shall apply.

2.4 RUBBLE RIP RAP

A. Section 530 of the FDOT Standard Specifications shall apply.

2.5 PRECAST CONCRETE DRAINAGE PRODUCTS

A. The following sections of the FDOT Standard Specifications shall apply:
    1. Section 449-1, Description
    2. Section 449-2, Materials
    3. Section 449-3, Construction Requirements
    4. Section 449-4, Concrete Pipe
    5. Section 449-5, Fiber Reinforced Concrete Pipe
    6. Section 449-6, Requirement for Pipe Joints When Rubber Gaskets Are To Be Used

B. Exceptions:
    1. Section 449-1: References to Quality Control Plan are not applicable.

2.6 GEOTEXTILE FABRIC

Geotextile fabric shall be protected from mud, dirt, dust, sunlight, and debris during transport and storage. Material shall be inert to commonly encountered chemicals; resistant to mildew, rot, insects, and rodents; and biologically and thermally stable. Geotextile fabric for subsurface installation shall not be exposed to direct sunlight for more than 24 hours before or during installation.

Geotextile fabrics shall meet the physical requirements in FDOT Standard Specification Section 985 Geosynthetic Materials.

PART 3 EXECUTION

3.1 PIPE

A. For all pipe types, pipe support shall provide uniform bearing for the pipe barrel along its entire length. The pipe shall be carefully laid on the prepared foundation/bedding and each joint checked for alignment and grade as work proceeds.
B. Each joint shall be wrapped in a non-woven geofabric overlapping the joint and itself by at least 18".
C. For trenching, backfill, and compaction, the contractor shall follow the steps outlined in Section 02305 Earthwork for Utilities.
D. As each joint is laid, visually inspect to be certain that no jointing compound, gasket, or trash is protruding from the joint or lying inside the pipe.
E. Reinforced Concrete Pipe:
    1. Minimum pipe bedding provided shall be 4" of #57 bedding stone
    2. Pipe with varying wall class shall not be missed between structures.
    3. Use mortar or bitumastic material to seal joint.
F. Double-walled PVC Pipe:
    1. Installation of double-walled corrugated exterior/smooth interior PVC pipe shall be in accordance with ASTM D2321, *Standard Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe, latest revision* and manufacturer recommendations.
    2. Gaskets shall be inspected immediately prior to installation by City personnel.
    3. Bedding stone shall not exceed 1 ½ -inch diameter.
    4. Backfilling and compaction shall be completed at the end of each day to minimize pipe deflection.
    5. Minimum cover requirements within the roadway shall be 12" from the top of the base course to the top of the pipe; minimum cover requirements within green space shall be 12".

3.2 PIPE INSTALLATION

A. Trench width: Trench width shall be a minimum of 12-inches beyond either side of the pipe to allow for appropriate compaction.

B. Laying direction: Place pipe beginning at the downstream end (low point) and progress upstream. Place on grade, with unbroken continuity in invert, horizontally and vertically, and on alignment as indicated in the construction plans. Place bell and groove end of piping facing upstream. Install gaskets, seals, sleeve, and couplings according to manufacturer's written instruction for using lubricants, cements, and other installation requirements. Place non-woven geotextile fabric around joints as specified in paragraph 3.2.D.

C. Directional changes in storm lines: Use manholes for changes in direction of storm lines.

D. Wrapping Joints: Wrap each storm drainage pipe joint with a non-woven geotextile fabric. Fabric is to be placed a minimum of 18" on each side of the joint and shall lap itself.

E. Pipe Laying: All piping shall be bedded. The pipe and fittings shall be laid in the trench so that its interior surface shall conform to the grade and alignment as shown in the construction plans. Pipe laying shall be done in such a way as to disturb as little as possible the pipe that has already been laid. The alignment and grade of the storm pipe may be field adjusted if necessary and approved by the Engineer. Changes in either grade or alignment may only occur at manholes.

Before laying the bell and spigot shall be wiped free from any dirt or other foreign matter. All surfaces of the portion of the pipe to be joined and the factory –made jointing material shall be clean and dry. Jointing material shall be used as recommended by the pipe manufacturer's specifications. The joining material shall be placed, fitted, and adjusted to obtain the degree of water tightness required. Lifting holes shall be plugged according to the manufacturer's recommendations.

Trenches shall be kept as dry as possible during bedding, laying, and jointing and for as long a period as required until the trench is backfilled. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off the line or grade. The greatest care shall be used to secure water tightness and to prevent damage to or disturbing the joints during the backfilling process, or at any other time.

After the trench foundation has been properly graded to receive the pipe, the pipe shall be carefully lowered into the trench with approved methods. Under no circumstances shall the pipe of accessories by dropped or dumped into the trench. All damaged pipe shall be replaced at the contractor's expense.

F. Temporary suspension of work: When the trench is left for the night or if pipe laying is suspended, all exposed ends of the pipe shall be plugged to keep out dirt, water, animals, and other foreign matter or substances. The plug shall be kept in the ends of the pipeline at all times when laying is not in progress.

G. Joining pipe of different size or material: A drainage structure box is required at all pipe intersections (vertical or horizontal) and changes in pipe size. Lateral taps and branches are not permitted without a junction box. All junction boxes shall have accessibility through a manhole at ground surface.

3.3 BEDDING MATERIAL

A. Bedding material shall be a crushed stone in accordance with ASTM C-33, gradation 67.

B. Bedding material shall be placed when unsuitable soils are encountered, any groundwater is encountered, an open trench retains stormwater, a pipe is 18" (or equivalent) and greater in diameter, or directed by the Engineer.

3.4 INLETS, MANHOLES, AND JUNCTION BOXES

A. The following FDOT Standard Specifications shall apply: 425-2, 425-3, 425-4, and 425-6.
B. An 8-inch deep layer of #57 stone rock bed shall be placed for the structure to sit on. The rock bed shall extend a minimum of 12" horizontally from the base.
C. Manholes and structures shall be installed plumb.
D. Pipe connections with structures:
    1. The pipe opening in precast structures shall be at least 4-inches but not more than 8-inches larger than the outside diameter of the pipe. Pipe openings shall be formed, cored, drilled, or neatly cut.
    2. The contractor may use brick and masonry block in conjunction with mortar to fill the void between the pipe and precast structure. Material shall be thoroughly wetted and bonded with mortar. The remaining exterior and interior void shall be filled and sealed with mortar to contour with the precast structure. No sharp, protruding edges shall be permitted.
    3. The joint shall be sealed on the interior of the structure with a non-shrink hydraulic cement.
E. Every manhole, junction box, conflict structure, or storm vault shall have manhole access; no blind structures are permitted.
F. Where adjustment to the manhole height is required, grade rings shall be used. A mastic joint material, Bitumastic® is preferred, shall be placed between the frame/cover and the cone or grade ring. When applicable, during the installation of manholes, if the frame/cover is near or within the wheel path in the roadway, turn the cone to place the frame out of the wheel path. The maximum adjustment is 8".
G. Where adjustment to the inlet is required, brick and mortar shall be used to fill the entire void between the top slab and the structure except the flow line area. The depth of brick shall not exceed 10 inches.
H. The cover or grate shall not rock when set at any position within the frame.
I. All lifting holes shall be filled.

3.5 RIPRAP

A. Riprap shall consist of broken rock or stone locally available. The material shall of sufficient hardness so as not to break or crumble while loading or placing, similar to the cap rock stratums found in southwest Florida.
B. The rip rap pieces shall be roughly angular and shall be reasonably free from thin, flat, or elongated pieces. The rubble shall be a graded mixture of individual pieces ranging

in size from three inches to 12 inches with at least 50 percent composed of pieces that measure six inches across the shortest dimension, unless otherwise specified.

C. Rubble shall be dumped in place and arranged to form a compact layer conforming to the neat lines called for and to the specified thickness, plus or minus three inches. It shall be placed in such manner that the small pieces are not segregated but are evenly distributed and placed so that they fill the voids between the larger pieces.
D. Filter fabric shall be placed on the prepared surface prior to placement of rubble. The fabric shall be Mirafi 700X or as approved by the City inspector and it shall be overlapped three feet at any seam or break in the fabric.

3.6 ABANDONING STORM DRAINAGE LINES AND STRUCTURES

A. Existing storm pipes to be abandoned in place shall be grout filled and plugged at each end with brick and mortar filling the entire cross section of the pipe from the structure to 12" within the pipe.
B. Existing storm structures to be abandoned in place shall be cut to a depth of no less than 30" below grade and grout filled. The backfill around and above the structure shall be compacted in 12" lifts to 98% modified Proctor if within or adjacent to the roadway; or 95% modified Proctor is located within greenspace.

3.7 MAINTENANCE

A. The contractor shall maintain the storm system once complete in such a condition that it functions appropriately from the time the system is installed until final completion of the project.
B. Erosion control devices shall be installed wherever necessary and maintained for the duration of the project until the area is fully stabilized.

3.8 FINAL INSPECTION OF THE STORMWATER SYSTEM

A. Each sewer, upon completion, shall be cleaned and inspected. All repairs or alteration shown necessary by the inspection shall be made; all broken or cracked pipe removed; all excessive infiltration or exfiltration corrected; all deposits in pipe and manholes removed; and the sewer left clean, true to line and grade and ready for use.
B. Each section of pipe from manhole to manhole is to show a full circle of light from either end.
C. Each manhole shall be to the specified form and size, to the proper depth and water tight.

END OF SECTION

SECTION 02920
SODDING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall provide all materials, equipment, labor, and work to construct the project in accordance with the Contract Documents. No time extensions shall be given to the Contractor for not establishing a sod cover during the "proper" planting season.

B. This work includes but is not limited to the following items specified in this Section:

1. Placing sod to provide grass as finished ground cover at all unpaved disturbed areas of the site.

1.02 RELATED WORK

A. Section 02370, Erosion and Sedimentation Control

1.03 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01340, Submittals and Acceptance.

1.04 WORK SEQUENCE (NOT USED)

1.05 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010:

1. FDOT Section 162—Prepared Soil Layer
2. FDOT Section 570—Performance Turf
3. FDOT Section 981—Turf Materials

4. FDOT Section 982—Fertilizer
5. FDOT Section 983—Water for Grassing

1.06 QUALITY ASSURANCE (NOT USED)

1.07 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplemental Conditions, and Specification Section 01780, Warranties and Bonds.

1.08 DELIVERY, STORAGE, AND HANDLING

B. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

C. Deliver, store, protect, and handle products to the site to prevent damage from wetness and weather conditions.

D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of the manufacturer.

1.09 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE

A. Maintenance shall be as indicated under Part 3, Execution, of this Specification Section.

1.12 RECORD DRAWINGS (NOT USED)

1.13 DEFINITIONS

A. *Weeds*: Include, but are not limited to, Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragqwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, Brome Grass.

1.14 REGULATORY REQUIREMENTS

A. The Contractor shall comply with regulatory agencies for fertilizer and herbicide composition.

PART 2 PRODUCTS

2.01 TOPSOIL

A. Topsoil

1. Top soil shall be supplied and installed in accordance with FDOT Standard Section 162.

B. Fertilizer

1. Fertilizer shall be a complete, commercial-grade mixture of 12-8-8 analysis.
2. Fertilizer shall conform to applicable state and local laws for the material used.
3. Commercial-grade mixture shall conform to FDOT Standards, Section 982.

C. Sod

1. The sod shall be Argentine Bahia and shall be well matted with grass roots. It shall be sufficiently thick to secure a dense stand of live grass with a minimum thickness of two inches.
2. The sod shall be live, fresh, and uninjured at the time of planting.
3. Sod shall be shaded and kept moist form the time of digging until planting.
4. Sod planted on private properties shall match the existing sod when practical.

D. Water

1. The water used to produce grass may be obtained from any approved source, in accordance with FDOT Section 983. The water shall be free of excess and harmful chemicals, acids, alkalies, and all substances which may be harmful to plant growth or obnoxious to traffic. Salt or brackish water shall not be used.
2. The Contractor shall make arrangements to secure and pay for water.
3. The Contractor shall make all provisions necessary to water until a thick stand of grass is established.

PART 3 EXECUTION

3.01 COORDINATION OF WORK

A. The Contractor shall coordinate all work activities to provide for establishing grass cover at the earliest possible time in the construction schedule to minimize erosion of topsoil.

3.02 SOIL PREPARATION

Concerning soil preparation, the Contractor shall do the following:

A. Dispose of any existing sod, growth, rocks, or other obstructions which might interfere with tilling, seeding, sodding, or later maintenance operations. Remove stones over 1-1/2 inches in any dimensions and sticks, roots, rubbish, and other extraneous matter. Remove from site: do not stockpile.

B. Till to a depth of not less than 300 mm (12 inches). Thoroughly loosen and pulverize topsoil.

C. Grade lawn areas to a smooth, even surface with loose, uniformly firm texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas which can be planted within the immediate future.

D. Moisten prepared lawn areas before planting if the soil is dry. Water thoroughly and allow the surface to dry off before planting lawns. Do not create a muddy soil condition.

E. Restore prepared areas to specified condition if eroded or otherwise disturbed after the fine grading and before planting.

F. Spread planting soil mixture to depth required to meet thickness, grades, and elevations indicated after light rolling and natural settlement. Do not spread if material is frozen or if subgrade is frozen.

G. Preparation of Unchanged Grades:

1. Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows:

a. Till to a depth of not less than 300 mm (12 inches).

b. Apply soil amendments and initial fertilizers.
c. Remove high areas and fill in depressions.
d. Till soil to a homogeneous mixture of fine texture, free of lumps, clods, stones, roots, and other extraneous matter.

H. Allow for a 3-inch sod thickness in areas to be added next to paving.

I. Before preparing unchanged areas, remove existing grass, vegetation, and turf. Dispose of such material outside of the Owner's property: do not turn over into soil being prepared for lawn.

J. Place approximately one-half of the total amount of planting soil required. Work into the top of the loosened subgrade to create a transition layer and then place the remainder of the planting soil.

3.03 SODDING NEW LAWNS

When sodding new lawns, the Contractor shall do the following:

A. Before laying sod, contact the Owner for inspection of soil preparation work. Lay sod within 24 hours of the time of stripping.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips; do not overlap. Stagger to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod.

C. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering of adjacent grass.

D. Anchor sod on slopes with wood pegs as required to prevent slippage.

E. Water sod thoroughly with a fine spray immediately after planting.

3.04 RECONDITIONING LAWNS

Recondition lawns are areas damaged by work operations, including but not limited to:

1. Areas where materials and equipment were stored
2. Areas disturbed by movement of vehicles
3. Areas where settlement or washouts occur
4. Areas where minor regrading is required
5. Areas adjacent to meter boxes and fire hydrants

6. Areas adjacent where curb or sidewalk is installed or replaced

The Contractor shall ensure that lawns are properly reconditioned, at no additional cost to the owner, by doing the following:

A. Provide fertilizer, topsoil, seed, or sod amendments as specified for new lawns and as required to provide satisfactorily reconditioned lawn. Provide new planting soil as required to fill low spots and meet new finish grades.

B. Cultivate bare and compacted areas thoroughly to provide a good deep planting bed.

C. Remove diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from operations including oil drippings, stone, gravel, and other construction materials. Replace with new topsoil.

D. Where substantial lawn remains (but is thin), mow, rake, aerate if compacted, fill low spots, remove humps and cultivate soil, fertilize, and seed. Remove weeds before seeding or, if extensive, apply selective chemical weed killers as required. Apply a seedbed mulch, if required, to maintain moist condition.

E. Water newly planted areas and keep moist until new grass is established.

3.05 PROTECTION

A. The Contractor shall erect barricades, warning signs, and fencing to protect newly planted areas from traffic. Maintain barricade fencing and warning signs throughout the maintenance period until project is substantially completed.

3.06 MAINTENANCE

A. General Requirements

1. The Contractor shall provide ground cover (sod) establishment of the specified permanent vegetation before final acceptance of the project with no dead areas of ground cover. Groundcover (sod) establishment shall consist of necessary preserving and protecting to keep the grassed areas in a satisfactory condition.
2. The Contractor shall water the grassed areas as long and as often as necessary to promote maximum practicable growth but not between the hours of 8 am and 5 pm. At any time the Engineer may require replanting an area or portion of an area which, for any cause, shows unsatisfactory

growth, at the Contractors expense. Except as otherwise specified or permitted by the Engineer, the Contractor shall prepare areas to be replanted in accordance with the requirements of the Specifications as if such replanting were the initial planting. However, the type of fertilizer and the applicable rate of fertilizer to be furnished and applied by the Contractor as part of plant establishment occasioned by replanting shall be determined by soil tests or otherwise established.

B. Growth and Coverage

1. The Contractor shall be responsible for providing satisfactory growth and coverage as defined below. Growth and coverage shall be considered acceptable when all areas show a satisfactory visible growth with no bare spots larger than 1 square foot. Bare spots shall be scattered and the total bare areas should not comprise more than 1/100 of any given area.

3.07 ACCEPTANCE OF LAWNS

A. The Contractor is responsible for all sod maintenance until 30 days beyond the date of final completion of the project. Sod maintenance includes cutting, watering, fertilizing, and re-sodding as required to maintain the required coverage of healthy, vibrant sod cover.

B. The Contractor shall re-plant rejected Work and continue specified maintenance until the Work is re-inspected by the Engineer and the Owner and found to be acceptable. Replanting or replacement shall be at the Contractor's expense.

C. Sodded lawns will be acceptable provided requirements, including maintenance, have been complied with and a healthy, well-rooted, even-colored, viable lawn is established, free of weeds, open joints, bare areas, and surface irregularities.

3.08 CLEANUP

A. The Contractor shall promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before they leave the site to avoid tracking soil onto surfacing of roads, walks, or other paved areas.

END OF SECTION

DIVISION 3

CONCRETE

SECTION 03100
CONCRETE FORMWORK

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and design, install and remove formwork for cast in place concrete as shown on the Drawings and as specified herein.

B. Secure to forms as required or set for embedment as required, all miscellaneous metal items, sleeves, reglets, anchor bolts, inserts and other items furnished under other Sections and required to be cast into concrete, or approved in advance by the Engineer.

1.2 RELATED WORK

A. Section 03200, Concrete Reinforcement.
B. Section 03250, Concrete Joints and Joint Accessories.
C. Section 03300, Cast-In-Place Concrete.
D. Section 03600, Grout.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

1. Form release agent.
2. Form ties.

B. Samples

1. Demonstrate to the Engineer on a designated area of the concrete substructure exterior surface that the form release agent will not adversely affect concrete surfaces to be painted, coated or otherwise finished and will not affect the forming materials.

2. Certify form release agent is suitable for use in contact with potable water after 30 days (non-toxic and free of taste and odor).

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Concrete Institute (ACI)

1. ACI 301—Standard Specification for Structural Concrete
2. ACI 318—Building Code Requirements for Reinforced Concrete
3. ACI 347—Formwork for Concrete

B. American Plywood Association (APA)

1. Material grades and designations as specified

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

1.12 SYSTEM DESCRIPTION

A. General: Architectural Concrete is wall, slab, beam or column concrete which will have surfaces exposed to view in the finished work. It includes similar exposed surfaces in water containment structures from the top of walls to 2 feet below the normal water surface in open tanks and basins.

B. Formwork shall be designed and erected in accordance with the requirements of ACI 301 and ACI 318 and as recommended in ACI 347 and shall comply with all applicable regulations and codes. The design shall consider any special requirements due to the use of plasticized and/or retarded set concrete.

PART 2 PRODUCTS

2.1 GENERAL

A. The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configurations desired.

2.2 MATERIALS

A. Forms for cast in place concrete shall be made of wood, metal, or other approved material. Construct wood forms of sound lumber or plywood of suitable dimensions and free from knotholes and loose knots. Where used for exposed surfaces, dress and match boards. Sand plywood smooth and fit adjacent panels with tight joints. Metal forms may be used when approved by the Engineer and shall be of an appropriate type for the class of work involved. All forms shall be designed and constructed to provide a flat, uniform concrete surface requiring minimal finishing or repairs.

B. Wall Forms

1. Forms for all exposed exterior and interior concrete walls shall be "Plyform" exterior grade plywood panels manufactured in compliance with the APA and bearing the trademark of that group, or equal acceptable to the Engineer. Provide B grade or better veneer on all faces to be placed against concrete during forming. The class of material and grades of interior plies shall be of sufficient strength and stiffness to provide a flat, uniform concrete surface requiring minimal finishing and grinding.

2. All joints or gaps in forms shall be taped, gasketed, plugged, and/or caulked with an approved material so that the joint will remain watertight and will withstand placing pressures without bulging outward or creating surface patterns.

C. Rustication strips shall be at the location and shall conform to the details shown on the Drawings. Moldings for chamfers and rustications shall be milled and planed smooth. Rustications and corner strips shall be of a nonabsorbent material, compatible with the form surface and fully sealed on all sides to prohibit the loss of paste or water between the two surfaces.

D. Column Forms

1. Rectangular columns shall be formed as specified for wall forms. All corners shall have a ¾-inch chamfer unless otherwise noted on Drawings.

E. Form Release Agent

1. Coat all forming surfaces in contact with concrete using an effective, non-staining, non-residual, water-based, bond-breaking form coating unless otherwise noted. Form release agents used in potable water containment structures shall be suitable for use in contact with potable water and shall be non toxic and free of taste or odor.

F. Form Ties

1. Form ties encased in concrete other than those specified in the following paragraphs shall be designed so that, after removal of the projecting part, no metal shall remain within 1-1/2 inches of the face of the concrete. The part of the tie to be removed shall be at least 1/2 inch diameter or be provided with a wood or metal cone at least 1/2 inch diameter and
1-1/2 inches long. Form ties in concrete exposed to view shall be the cone washer type.

2. Form ties for exposed exterior and interior walls shall be as specified in the preceding paragraph except that the cones shall be of approved wood or plastic.

3. Flat bar ties for panel forms, if used, shall have plastic or rubber inserts having a minimum depth of 1-1/2 inches and sufficient dimensions to permit proper patching of the tie hole.

4. Ties for liquid containment structures shall have an integral waterstop that is tightly welded to the tie.

5. Common wire shall not be used for form ties.

6. Alternate form ties consisting of tapered through bolts at least 1-inch-diameter at smallest end or through bolts that utilize a removable tapered sleeve of the same minimum size may be used at the Contractor's option. Obtain Engineer's acceptance of system and spacing of ties prior to ordering or purchase of forming. Clean, fill and seal form tie hole with non shrink cement grout. The Contractor shall be responsible for watertightness of the form ties and any repairs needed.

PART 3 EXECUTION

3.1 GENERAL

A. Forms shall be used for all cast in place concrete including sides of footings. Forms shall be constructed and placed so that the resulting concrete will be of the shape, lines, dimensions and appearance indicated on the Drawings.

B. Forms for walls shall have removable panels at the bottom for cleaning, inspection and joint surface preparation. Forms for walls of considerable height shall have closable intermediate inspection ports. Tremies and hoppers for placing concrete shall be used to allow concrete inspection, prevent segregation and prevent the accumulation of hardened concrete on the forms above the fresh concrete.

C. Molding, bevels, or other types of chamfer strips shall be placed to produce blockouts, rustications, or chamfers as shown on the Drawings or as specified herein. Chamfer strips shall be provided at horizontal and vertical projecting corners to produce a 3/4 inch chamfer. Rectangular or trapezoidal moldings shall be placed in locations requiring sealants where specified or shown on the Drawings. Sizes of moldings shall conform to the sealants manufacturer's recommendations.

D. Forms shall be sufficiently rigid to withstand construction loads and vibration and to prevent displacement or sagging between supports. Construct forms so that the concrete will not be damaged by their removal. The Contractor shall be entirely responsible for the adequacy of the forming system.

E. Before form material is re used, all surfaces to be in contact with concrete shall be thoroughly cleaned, all damaged places repaired, all projecting nails withdrawn and all protrusions smoothed. Reuse of wooden forms for other than rough finish will be permitted only if a "like new" condition of the form is maintained.

3.2 FORM TOLERANCES

A. Forms shall be surfaced, designed and constructed in accordance with the recommendations of ACI 347 and shall meet the following additional requirements for the specified finishes.

1. Formed Surface Exposed to View: Edges of all form panels in contact with concrete shall be flush within 1/16 inch and forms for plane surfaces shall be such that the concrete will be plane within 3/16 inch in 4 feet. Forms shall be tight to prevent the passage of mortar, water, and grout. The maximum deviation of the finish wall surface at any point shall not

exceed 1/4 inch from the intended surface as shown on the Drawings. Form panels shall be arranged symmetrically and in an orderly manner to minimize the number of seams.

2. Formed surfaces not exposed to view or buried shall meet requirements of Class "C" Surface in ACI 347.

3. Formed rough surfaces including mass concrete, pipe encasement, electrical duct encasement and other similar installations shall have no minimum requirements for surface smoothness and surface deflections. The overall dimensions of the concrete shall be plus or minus 1 inch.

3.3 FORM PREPARATION

A. Wood forms in contact with the concrete shall be coated with an effective release agent prior to form installation.

B. Steel forms shall be thoroughly cleaned and mill scale and other ferrous deposits shall be sandblasted or otherwise removed from the contact surface for all forms, except those utilized for surfaces receiving a rough finish. All forms shall have the contact surfaces coated with a release agent.

3.4 REMOVAL OF FORMS

A. The Contractor shall be responsible for all damage resulting from removal of forms. Forms and shoring for structural slabs or beams shall remain in place in accordance with ACI 301 and ACI 347. Form removal shall conform to the requirements specified in Section 03300, Cast-in-Place Concrete, and a curing compound applied.

3.5 INSPECTION

A. The Engineer on site shall be notified when the forms are complete and ready for inspection at least 6 hours prior to the proposed concrete placement.

B. Failure of the forms to comply with the requirements specified herein, or to produce concrete complying with requirements of this Section, shall be grounds for rejection of that portion of the concrete work. Rejected work shall be repaired or replaced as directed by the Engineer at no additional cost to the Owner. Such repair or replacement shall be subject to the requirements of this Section and approval of the Engineer.

END OF SECTION

SECTION 03200
CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install all concrete reinforcement complete as shown on the Drawings and as specified herein.

B. Furnish only all deformed steel reinforcement required to be entirely built into concrete masonry unit construction.

1.2 RELATED WORK

A. Section 03100, Concrete Formwork.
B. Section 03250, Concrete Joint and Joint Accessories.
C. Section 03300, Cast-In-Place Concrete.
D. Section 03600, Grout.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

1. Reinforcing steel. Placement drawings shall conform to the recommendations of ACI 315. All reinforcement in a concrete placement shall be included on a single placement drawing or cross referenced to the pertinent main placement drawing. The main drawing shall include the additional reinforcement (around openings, at corners, etc.) shown on the standard detail sheets. Bars to have special coatings and/or to be of special steel or special yield strength are to be clearly identified.

2. Bar bending details. The bars shall be referenced to the same identification marks shown on the placement drawings.

3. Schedule of all placements to contain synthetic reinforcing fibers. The amount of fibers per cubic yard to be used for each of the placements shall be noted on the schedule. The name of the manufacturer of the fibers and the product data shall be included with the submittal.

B. Submit Test Reports, in accordance with Section 01330, Submittals and Acceptance, of each of the following items:

1. Certified copy of mill test on each steel proposed for use showing the physical properties of the steel and the chemical analysis.

2. Welder's certification. The certification shall be in accordance with AWS D1.4 when welding of reinforcement required.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM A82—Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
2. ASTM A184—Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
3. ASTM A185—Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
4. ASTM A496—Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement
5. ASTM A497—Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement
6. ASTM A615—Standard Specification for Deformed and Plain Billet Steel Bars for Concrete Reinforcement
7. ASTM A616—Standard Specification for Rail Steel Deformed and Plain Bars for Concrete Reinforcement
8. ASTM A617—Standard Specification for Axle Steel Deformed and Plain Bars for Concrete Reinforcement
9. ASTM A706—Standard Specification for Low Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
10. ASTM A767—Standard Specification for Zinc Coated (Galvanized) Steel Bars for Concrete Reinforcement
11. ASTM A775—Standard Specification for Epoxy Coated Reinforcing Steel Bars.

12. ASTM A884—Standard Specification for Epoxy Coated Steel Wire and Welded Wire Fabric for Reinforcement.
13. ASTM A934—Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.

B. American Concrete Institute (ACI)

1. ACI 301—Standard Specification for Structural Concrete
2. ACI 315—Details and Detailing of Concrete Reinforcement.
3. ACI 318—Building Code Requirements for Structural Concrete
4. ACI SP 66—ACI Detailing Manual

C. Concrete Reinforcing Steel Institute (CRSI)

1. Manual of Standard Practice

D. American Welding Society (AWS)

1. AWS D1.4—Structural Welding Code Reinforcing Steel

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE

A. Provide services of a manufacturer's representative, with at least 2 years experience in the use of the reinforcing fibers for a preconstruction meeting and assistance during the first placement of the material.

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, HANDLING, AND STORAGE

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storage and protection of the items specified in this Section.

B. Reinforcing steel shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.

C. Reinforcing steel shall be shipped and stored with bars of the same size and shape fastened in bundles with durable tags, marked in a legible manner with waterproof markings showing the same "mark" designations as those shown on the submitted Placing Drawings.

D. Reinforcing steel shall be stored off the ground and kept free from dirt, oil, or other injurious contaminants.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

PART 2 PRODUCTS

2.1 MATERIALS

A. Materials shall be new, of domestic manufacture and shall comply with the following material specifications.

B. Deformed Concrete Reinforcing Bars: ASTM A615, Grade 60 deformed bars.

C. Concrete Reinforcing Bars required on the Drawings to be Welded: ASTM A706.

D. Welded Steel Wire Fabric: ASTM A185. Provide in flat sheets.

E. Welded Deformed Steel Wire Fabric: ASTM A497.

F. Welded Plain Bar Mats: ASTM A704 and ASTM A615 Grade 60 plain bars.

G. Fabricated Deformed Steel Bar Mats: ASTM A184 and ASTM A615 Grade 60 deformed bars.

H. The following alternate materials are allowed:

1. ASTM A615 Grade 60 may be used for ASTM A706 provided the following requirements are satisfied:

a. The actual yield strength of the reinforcing steel based on mill tests shall not exceed the specified yield strength by more than 18,000 psi. Retests shall not exceed this value by more than an additional 3,000 psi.

b. The ratio of the actual ultimate tensile strength to the actual tensile yield strength of the reinforcement shall not be less than 1.25.

c. The carbon equivalency (CE) of bars shall be 0.55 or less.

I. Reinforcing Steel Accessories

1. Plastic Protected Bar Supports: CRSI Bar Support Specifications, Class 1 Maximum Protection.

2. Stainless Steel Protected Bar Supports: CRSI Bar Support Specifications, Class 2 Moderate Protection.

3. Precast Concrete Block Bar Supports: CRSI Bar Support Specifications, Precast Blocks. Blocks shall have equal or greater strength than the surrounding concrete.

4. Steel Protected Bar Supports: #4 Steel Chairs with plastic or rubber tips.

J. Tie Wire

1. Tie Wires for Reinforcement shall be 16 gauge or heavier, black annealed wire or stranded wire.

K. Mechanical reinforcing steel butt splices shall be positive connecting taper threaded type employing a hexagonal coupler such as Lenton rebar splices as manufactured by Erico Products Inc., Solon, OH or equal. They shall meet all ACI 318 Building Code requirements. Bar ends must be taper threaded with coupler manufacturer's bar threader to ensure proper taper and thread engagement. Bar couplers shall be torqued to manufacturer's recommended value.

1. Unless otherwise noted on the Drawings, mechanical tension splices shall be designed to produce a splice strength in tension or compression of not less than 125 percent of the ASTM specified minimum yield strength of the rebar.

2. Compression type mechanical splices shall provide concentric bearing from one bar to the other bar and shall be capable of developing the ultimate strength of the rebar in compression.

L. Fiber Reinforcement

1. Synthetic reinforcing fiber for concrete shall be 100-percent polypropylene collated, fibrillated fibers as manufactured by Fibermesh Company of Synthetic Industries Inc., Chattanooga, TN, Fibermesh or equal. Fiber length and quantity for the concrete mix shall be in strict compliance with the manufacturer's recommendations as approved by the Engineer.

2.2 FABRICATION

A. Fabrication of reinforcement shall be in compliance with the CRSI Manual of Standard Practice.

B. Bars shall be cold bent. Bars shall not be straightened or rebent.

C. Bars shall be bent around a revolving collar having a diameter of not less than that recommended by the ACI 318.

D. Bar ends that are to be butt spliced, placed through limited diameter holes in metal, or threaded, shall have the applicable end(s) saw cut. Such ends shall terminate in flat surfaces within 1 1/2 degrees of a right angle to the axis of the bar.

PART 3 EXECUTION

3.1 INSTALLATION

A. Surface condition, bending, spacing and tolerances of placement of reinforcement shall comply with the CRSI Manual of Standard Practice. The Contractor shall be solely responsible for providing an adequate number of bars and maintaining the spacing and clearances shown on the Drawings.

B. Except as otherwise indicated on the Drawings, the minimum concrete cover of reinforcement shall be as follows:

1. Concrete cast against and permanently exposed to earth: 3 inches.

2. Concrete exposed to soil, water, sewage, sludge and/or weather: 2 inches (including bottom cover of slabs over water or sewage).

3. Concrete not exposed to soil, water, sewage, sludge and/or weather:

a. Slabs (top and bottom cover), walls, joists, shells and folded plate members: 1 inch.

b. Beams and columns (principal reinforcement, ties, spirals and stirrups): 1-1/2 inches.

C. Reinforcement which will be exposed for a considerable length of time after being placed shall be coated with a heavy coat of neat cement slurry.

D. No reinforcing steel bars shall be welded either during fabrication or erection unless specifically shown on the Drawings or specified herein, or unless prior written approval has been obtained from the Engineer. All bars that have been welded, including tack welds, without such approval shall be immediately removed from the work. When welding of reinforcement is approved or called for, it shall comply with AWS D1.4.

E. Reinforcing steel interfering with the location of other reinforcing steel, conduits or embedded items, may be moved within the specified tolerances or one bar diameter, whichever is greater. Greater displacement of bars to avoid interference, shall only be made with the approval of the Engineer. Do not cut reinforcement to install inserts, conduits, mechanical openings or other items without the prior approval of the Engineer.

F. Securely support and tie reinforcing steel to prevent movement during concrete placement. Secure dowels in place before placing concrete.

G. Reinforcing steel bars shall not be field bent except where shown on the Drawings or specifically authorized in writing by the Engineer. If authorized, bars shall be cold bent around the standard diameter spool specified in the CRSI. Do not heat bars. Closely inspect the reinforcing steel for breaks. If the reinforcing steel is damaged, replace, Cadweld or otherwise repair as directed by the Engineer. Do not bend reinforcement after it is embedded in concrete unless specifically shown otherwise on the Drawings.

3.2 REINFORCEMENT AROUND OPENINGS

A. Unless specific additional reinforcement around openings is shown on the Drawings, provide additional reinforcing steel on each side of the opening equivalent to one half of the cross sectional area of the reinforcing steel interrupted by an opening. The bars shall have sufficient length to develop bond at each end beyond the opening or penetration.

3.3 SPLICING OF REINFORCEMENT

A. Splices designated as compression splices on the Drawings, unless otherwise noted, shall be 30 bar diameters, but not less than 12 inches. The lap splice length for column vertical bars shall be based on the bar size in the column above.

B. Tension lap splices shall be provided at all laps in compliance with ACI 318. Splices in adjacent bars shall be staggered. Class A splices may be used when 50 percent or less of the bars are spliced within the required lap length. Class B splices shall be used at all other locations.

C. Splicing of reinforcing steel in concrete elements noted to be "tension members" on the Drawings shall be avoided whenever possible. However, if required for constructability, splices in the reinforcement subject to direct tension shall be welded to develop, in tension, at least 125 percent of the specified yield strength of the bar. Splices in adjacent bars shall be offset the distance of a Class B splice.

D. Install wire fabric in as long lengths as practicable. Wire fabric from rolls shall be rolled flat and firmly held in place. Splices in welded wire fabric shall be lapped in accordance with the requirements of ACI 318 but not less than 12 inches. The spliced fabrics shall be tied together with wire ties spaced not more than 24 inches on center and laced with wire of the same diameter as the welded wire fabric. Do not position laps midway between supporting beams, or directly over beams of continuous structures. Offset splices in adjacent widths to prevent continuous splices.

E. Mechanical reinforcing steel splicers shall be used only where shown on the Drawings. Splices in adjacent bars shall be offset by at least 30 bar diameters. Mechanical reinforcing splices are only to be used for special splice and dowel conditions approved by the Engineer.

3.4 ACCESSORIES

A. Determine, provide and install accessories such as chairs, chair bars and the like in sufficient quantities and strength to adequately support the reinforcement and prevent its displacement during the erection of the reinforcement and the placement of concrete.

B. Use precast concrete blocks where the reinforcing steel is to be supported over soil.

C. Stainless steel bar supports or steel chairs with stainless steel tips shall be used where the chairs are set on forms for a concrete surface that will be exposed to weather, high humidity, or liquid (including bottom of slabs over liquid containing areas). Use of galvanized or plastic tipped metal chairs is permissible in all other locations unless otherwise noted on the Drawings or specified herein.

D. Alternate methods of supporting top steel in slabs, such as steel channels supported on the bottom steel or vertical reinforcing steel fastened to the bottom and top mats, may be used if approved by the Engineer.

3.5 INSPECTION

A. In no case shall any reinforcing steel be covered with concrete until the installation of the reinforcement, including the size, spacing and position of the

reinforcement has been observed by the Engineer and the Engineer's release to proceed with the concreting has been obtained. The Engineer shall be given ample prior notice of the readiness of placed reinforcement for observation. The forms shall be kept open until the Engineer has finished his/her observations of the reinforcing steel.

END OF SECTION

SECTION 03250
CONCRETE JOINTS AND JOINT ACCESSORIES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install accessories for concrete joints as shown on the Drawings and as specified herein.

1.2 RELATED WORK

A. Section 03100, Concrete Formwork.
B. Section 03200, Concrete Reinforcement.
C. Section 03300, Cast-In-Place Concrete.
D. Section 03360, Concrete Finishes.
E. Section 03600, Grout.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

1. Standard Waterstops: Product data including catalogue cut, technical data, storage requirements, splicing methods and conformity to ASTM standards.

2. Special Waterstops: Product data including catalogue cut, technical data, location of use, storage requirements, splicing methods, installation instructions and conformity to ASTM standards.

3. Premolded joint fillers: Product data including catalogue cut, technical data, storage requirements, installation requirements, location of use and conformity to ASTM standards.

4. Bond breaker: Product data including catalogue cut, technical data, storage requirements, installation requirements, location of use and conformity to ASTM standards.

5. Expansion joint dowels: Product data on the complete assembly including dowels, coatings, lubricants, spacers, sleeves, expansion caps, installation requirements and conformity to ASTM standards.

6. Compressible joint filler: Product data including catalogue cut, technical data, storage requirements, installation requirements, location of use and conformity to ASTM standards.

7. Bonding agents: Product data including catalogue cut, technical data, storage requirements, product life, application requirements and conformity to ASTM standards.

B. Certifications

1. Certification that all materials used within the joint system are compatible with each other.

2. Certification that materials used in the construction of joints are suitable for use in contact with potable water 30 days after installation.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM A675—Standard Specification for Steel Bars, Carbon, Hot-Wrought, Special Quality, Mechanical Properties.
2. ASTM C881—Standard Specification for Epoxy Resin Base Bonding Systems for Concrete.
3. ASTM C1059—Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete.
4. ASTM D1751—Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types).
5. ASTM D1752—Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

B. U.S. Army Corps of Engineers (CRD).

1. CRD C572—Specification for Polyvinylchloride Waterstops.

C. Federal Specifications

1. FS SS-S-210A—Sealing Compound for Expansion Joints.

D. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

PART 2 PRODUCTS

2.1 GENERAL

A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. All materials used together in a given joint (bond breakers, backer rods, joint fillers, sealants, etc) shall be compatible with one another. Coordinate selection of suppliers and products to ensure compatibility. Under no circumstances shall asphaltic bond breakers or joint fillers be used in joints receiving sealant.

C. All chemical sealant type waterstops shall be products specifically manufactured for the purpose for which they will be used and the products shall have been successfully used on similar structures for more than 5 years.

2.2 MATERIALS

A. Standard Waterstops

1. Steel Plate Waterstops—Non expansion joint. 6 inches by 1/4 inch steel plate waterstops shall be fabricated from weldable carbon steel plate with a minimum yield strength of 33,000 psi. 4-inch by 1/4-inch steel plate waterstops shall be used for wall horizontal construction joints.

B. Special Waterstops

1. Base Seal PVC Waterstop—The waterstop shall be made by extruding elastomeric plastic compound with virgin polyvinylchloride as the basic resins. The compound shall contain no reprocessed materials. Minimum tensile strength of waterstop shall be 1,750 psi. The waterstop shall conform to CRD C572. Waterstops shall be style 925 for expansion joints, style 928 for contraction joints, and style 927 for construction joints by Greenstreak Plastic Products, St. Louis, MO, or equal.

2. Preformed Adhesive Waterstops—The waterstop shall be a rope type preformed plastic waterstop meeting the requirements of Federal Specification SS-S-210A. The rope shall have a cross-section of approximately one square inch unless otherwise specified or shown on the Drawings. The waterstop shall be Synko-Flex waterstop as manufactured by Synko-Flex Products of Houston, TX, or equal. Primer for the material shall be as recommended by the waterstop manufacturer.

C. Premolded Joint Filler

1. Premolded joint filler structures. Self expanding cork, premolded joint filler shall conform to ASTM D1752, Type III. The thickness shall be 3/4 inch unless shown otherwise on the Drawings.

2. Premolded joint filler. Sidewalk and roadway concrete pavements or where fiber joint filler is specifically noted on the Drawings. The joint filler shall be asphalt impregnated fiber board conforming to ASTM D1751. Thickness shall be 3/4 inch unless otherwise shown on the Drawings.

D. Bond Breaker

1. Bond breaker tape shall be an adhesive backed glazed butyl or polyethylene tape which will satisfactorily adhere to the premolded joint filler or concrete surface as required. The tape shall be the same width as the joint.

2. Except where tape is specifically called for on the drawings, bond breaker for concrete shall be either bond breaker tape or a nonstaining type bond prevention coating such as Williams Tilt up Compound by Williams Distributors Inc.; Silcoseal 77, by SCA Construction Supply Division, Superior Concrete Accessories or equal.

E. Expansion Joint Dowels

1. Dowels shall be smooth steel conforming to ASTM A675, Grade 70. Dowels must be straight and clean, free of loose flaky rust and loose scale. Dowels may be sheared to length provided deformation from true shape caused by shearing does not exceed 0.04-inch on the diameter of the dowel and extends no more than 0.04-inch from the end. Bars shall be coated with a bond breaker on the expansion end of the dowel. Expansion caps shall be provided on the expansion end. Caps shall allow for at least 1-1/2-inches of expansion.

F. Bonding Agent

1. Epoxy bonding agent shall be a two component, solvent free, moisture insensitive, epoxy resin material conforming to ASTM C881, Type II. The bonding agent shall be Sikadur 32 Hi Mod by Sika Corporation of Lyndhurst, NJ; Concressive Liquid (LPL) by Master Builders of Cleveland, OH; or equal. Acrylic may be used if approved by the Engineer.

G. Compressible Joint Filler

1. The joint filler shall be a non extruded watertight strip material use to fill expansion joints between structures. The material shall be capable of being compressed at least 40 percent for 70 hours at 68ºF and subsequently recovering at least 20 percent of its original thickness in the first 1/2 hour after unloading. Compressible Joint filler shall be Evasote 380 E.S.P, by E Poxy Industries, Inc., Ravena, NY, Sikaflex 1a by Sika or equal.

PART 3 EXECUTION

3.1 INSTALLATION

A. Standard Waterstops

1. Install waterstops for all joints where indicated on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous seal is provided. Splices shall be made by welding.

2. Steel plate waterstops shall be spliced by either butt welding the ends of the plates together or lapping the plates and fillet welding along the full width of the plate at both ends of the lap.

3. Steel plate waterstops shall be firmly secured in position during concrete placement.

4. Horizontal waterstops in slabs shall be clamped in position by the bulkhead (unless previously set in concrete).

5. Waterstops shall be installed so that half of the width will be embedded on each side of the joint. Care shall be exercised to ensure that the waterstop is completely embedded in void free concrete.

6. Waterstops shall be terminated 3-inch below the exposed top of walls. Expansion joint waterstop center bulbs shall be plugged with foam rubber, 1-in deep, at point of termination.

B. Special Waterstops

1. Install special waterstops at joints where specifically noted on the Drawings. Waterstops shall be continuous around all corners and intersections so that a continuous seal is provided.

2. Each piece of the waterstop shall be of maximum practicable length to provide a minimum number of connections or splices. Connections and splices shall conform to the manufacturer's recommendations and as specified herein.

3. Waterstops shall be terminated 3 inches below the exposed top of walls.

C. Construction Joints

1. Make construction joints only at locations shown on the Drawings or as approved by the Engineer. Any additional or relocation of construction joints proposed by the Contractor, must be submitted to the Engineer for written approval.

2. Additional or relocated joints should be located where they least impair strength of the member. In general, locate joints within the middle third of spans of slabs, beams and girders. However, if a beam intersects a girder at the joint, offset the joint a distance equal to twice the width of the member being connected. Locate joints in walls and columns at the underside of floors, slabs, beams or girders and at tops of footings or floor slabs. Do not locate joints between beams, girders, column capitals, or drop panels and the slabs above them. Do not locate joints between brackets or haunches and walls or columns supporting them.

3. All joints shall be perpendicular to main reinforcement. Continue reinforcing steel through the joint as indicated on the Drawings. When joints in beams are allowed, provide a shear key and inclined dowels as approved by the Engineer.

4. Provide sealant grooves for joint sealant where indicated on the Drawings.

5. At all construction joints and at concrete joints designated on the Drawings to be "roughened," uniformly roughen the surface of the concrete to a full amplitude (distance between high and low points or side to side) of approximately 1/4 inch to expose a fresh face. Thoroughly clean joint surfaces of loose or weakened materials by waterblasting or sandblasting and prepare for bonding.

6. Provide waterstops in all wall and slab construction joints in liquid containment structures and at other locations shown on the Drawings.

7. Keyways shall not be used in construction joints unless specifically shown on the Drawings or approved by the Engineer.

D. Expansion Joints

1. Do not extend through expansion joints, reinforcement or other embedded metal items that are continuously bonded to concrete on each side of joint.

2. Position premolded joint filler material accurately. Secure the joint filler against displacement during concrete placement and compaction. Place joint filler over the face of the joint, allowing for sealant grooves as detailed on the Drawings. Tape all joint filler splices to prevent intrusion of mortar. Seal expansion joints as shown on the Drawings.

3. Expansion joints shall be 3/4 inch wide unless otherwise noted on the Drawings.

4. Where indicated on Drawings, install smooth dowels at right angles to expansion joints. Align dowels accurately with finished surface. Rigidly hold in place and support during concrete placement. Unless otherwise shown on the Drawings, apply oil or grease to one end of all dowels through expansion joints. Provide plastic expansion caps on the lubricated ends of expansion dowels.

5. Provide center bulb type waterstops in all wall and slab expansion joints in liquid containment structures and at other locations shown on the Drawings.

E. Contraction Joints

1. Provide sealant grooves, sealants and waterstops at contraction joints in slabs on grade or walls as detailed. Provide waterstops at all wall and slab contraction joints in water containment structures and at other locations shown on the Drawings.

2. Contraction joints may be sawed if specifically approved by the Engineer. If contraction joint grooves are sawed, properly time the saw cutting with the time of the concrete set. Start cutting as soon as concrete has hardened sufficiently to prevent aggregates from being dislodged by the saw. Complete cutting before shrinkage stresses have developed sufficiently to induce cracking. No reinforcing shall be cut during sawcutting.

3. Extend every other bar of reinforcing steel through contraction joints or as indicated on the Drawings. Where specifically noted on the Drawings, coat the concrete surface with a bond breaker prior to placing new concrete against it. Avoid coating reinforcement or waterstops with bond breaker at these locations.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor and materials required and install cast-in-place concrete complete as shown on the Drawings and as specified herein.

1.2 RELATED WORK

A. Section 03100, Concrete Formwork.
B. Section 03200, Concrete Reinforcement.
C. Section 03250, Concrete Joints and Joint Accessories.
D. Section 03360, Concrete Finishes.
E. Section 03600, Grout.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

1. Sources of cement, pozzolan and aggregates.

2. Material Safety Data Sheets (MSDS) for all concrete components and admixtures.

3. Air entraining admixture. Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations and conformity to ASTM standards.

4. Water-reducing admixture. Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations and conformity to ASTM standards.

5. High-range water reducing admixture (plasticizer). Product data including catalogue cut, technical data, storage requirements, product life, recommended dosage, temperature considerations, retarding effect, slump range and conformity to ASTM standards. Identify proposed locations of use.

6. Concrete mix for each formulation of concrete proposed for use including constituent quantities per cubic yard, water-cementitious materials ratio, concrete slump, type and manufacturer of cement. Provide either a. or b. below for each mix proposed.

    a. Standard deviation data for each proposed concrete mix based on statistical records.

    b. The curve of water-cementitious materials ratio versus concrete cylinder strength for each formulation of concrete proposed based on laboratory tests. The cylinder strength shall be the average of the 28-day cylinder strength test results for each mix. Provide results of 7 and 14 day tests if available.

7. Sheet curing material. Product data including catalogue cut, technical data and conformity to ASTM standard.

8. Liquid curing compound. Product data including catalogue cut, technical data, storage requirements, product life, application rate and conformity to ASTM standards. Identify proposed locations of use.

B. Samples

1. Fine and coarse aggregates if requested by the Engineer.

C. Test Reports

1. Fine aggregates—sieve analysis, physical properties, and deleterious substance.

2. Coarse aggregates—sieve analysis, physical properties, and deleterious substances.

3. Cements—chemical analysis and physical properties for each type.

4. Pozzolans—chemical analysis and physical properties.

5. Proposed concrete mixes—compressive strength, slump and air content.

D. Certifications

1. Certify admixtures used in the same concrete mix are compatible with each other and the aggregates.

2. Certify admixtures are suitable for use in contact with potable water after 30 days of concrete curing.

3. Certify curing compound is suitable for use in contact with potable water after 30 days (non toxic and free of taste or odor).

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM C31—Standard Practice for Making and Curing Concrete Test Specimens in the Field.
2. ASTM C33—Standard Specification for Concrete Aggregates.
3. ASTM C39—Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. ASTM C42—Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
5. ASTM C94—Standard Specification for Ready Mixed Concrete.
6. ASTM C143—Standard Test Method for Slump of Hydraulic Cement Concrete
7. ASTM C150—Standard Specification for Portland Cement
8. ASTM C171—Standard Specification for Sheet Materials for Curing Concrete
9. ASTM C173—Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
10. ASTM C231—Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
11. ASTM C260—Standard Specification for Air Entraining Admixtures for Concrete.
12. ASTM C309—Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete.
13. ASTM C494—Standard Specification for Chemical Admixtures for Concrete.
14. ASTM C618—Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
15. ASTM C1017—Standard Specification for Chemical Admixtures for use in Producing Flowing Concrete.

B. American Concrete Institute (ACI).

1. ACI 304R—Guide for Measuring, Mixing, Transporting and Placing Concrete.
2. ACI 305R—Hot Weather Concreting.
3. ACI 306.1—Standard Specification for Cold Weather Concreting.
4. ACI 318—Building Code Requirements for Structural Concrete.
5. ACI 350R—Environmental Engineering Concrete Structures.

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE

A. Reinforced concrete shall comply with ACI 318, the recommendations of ACI 350R and other stated requirements, codes and standards. The most stringent requirement of the codes, standards and this Section shall apply when conflicts exist.

B. Only one source of cement and aggregates shall be used on any one structure. Concrete shall be uniform in color and appearance.

C. Well in advance of placing concrete, discuss with the Engineer the sources of individual materials and batched concrete proposed for use. Discuss placement methods, waterstops, and curing. Propose methods of hot and cold weather concreting as required. Prior to the placement of any concrete containing a high-range water-reducing admixture (plasticizer), the Contractor, accompanied by the plasticizer manufacturer, shall discuss the properties and techniques of batching and placing plasticized concrete.

D. If, during the progress of the work, it is impossible to secure concrete of the required workability and strength with the materials being furnished, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired properties. All changes so ordered shall be made at the Contractor's expense.

E. If, during the progress of the work, the materials from the sources originally accepted change in characteristics, the Contractor shall, at his/her expense, make new acceptance tests of aggregates and establish new design mixes.

F. Testing of the following materials shall be furnished by Contractor to verify conformity with this Specification Section and the stated ASTM Standards.

1. Fine aggregates for conformity with ASTM C33 - sieve analysis, physical properties, and deleterious substances.

2. Coarse aggregates for conformity with ASTM C33 - sieve analysis, physical properties, and deleterious substances.

3. Cements for conformity with ASTM C150 - chemical analysis and physical properties.

4. Pozzolans for conformity with ASTM C618 - chemical analysis and physical properties.

5. Proposed concrete mix designs - compressive strength, slump and air content.

G. A firm providing field testing and inspection services will be approved by the Owner. The cost of such work, except as specifically stated otherwise, shall be paid by the Contractor and reimbursed by the Owner under the Concrete Testing Allowance. Testing of the following items shall be by the Owner to verify conformity with this Specification Section.

1. Concrete placements - compressive strength (cylinders), compressive strength (cores), slump, and air content.

2. Other materials or products that may come under question.

H. All materials incorporated in the work shall conform to accepted samples.

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING

The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storage and protection of the items specified in this section:

A. Cement: Store in weathertight buildings, bins or silos to provide protection from dampness and contamination and to minimize warehouse set.

B. Aggregate: Arrange and use stockpiles to avoid excessive segregation or contamination with other materials or with other sizes of like aggregates. Build stockpiles in successive horizontal layers not exceeding 3 feet in thickness.

Complete each layer before the next is started. Do not use frozen or partially frozen aggregate.

C. Sand: Arrange and use stockpiles to avoid contamination. Allow sand to drain to a uniform moisture content before using. Do not use frozen or partially frozen aggregates.

D. Admixtures: Store in closed containers to avoid contamination, evaporation or damage. Provide suitable agitating equipment to assure uniform dispersion of ingredients in admixture solutions which tend to separate. Protect liquid admixtures from freezing and other temperature changes which could adversely affect their characteristics.

E. Pozzolan: Store in weathertight buildings, bins or silos to provide protection from dampness and contamination.

F. Sheet Curing Materials: Store in weathertight buildings or off the ground and under cover.

G. Liquid Curing Compounds: Store in closed containers.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

PART 2 PRODUCTS

2.1 GENERAL

A. The use of manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

B. Like items of materials shall be the end products of one manufacturer in order to provide standardization for appearance, maintenance, and manufacturer's service.

2.2 MATERIALS

A. Materials shall comply with this Section and any applicable State or local requirements.

B. Cement: Domestic Portland cement complying with ASTM C150. Air entraining cements shall not be used. Cement brand shall be subject to approval by the

Engineer and one brand shall be used throughout the Work. The following cement type(s) shall be used:

1. Class A,B,C,D Concrete Type II with the addition of fly ash resulting in C3A being below 5 percent of total cementitious content, Type III limited to 5 percent C3A or Type V.

C. Fine Aggregate: Washed inert natural sand conforming to the requirements of ASTM C33.

D. Coarse Aggregate: Well graded crushed stone or washed gravel conforming to the requirements of ASTM C33. Grading requirements shall be as listed in ASTM C33 Table 2 for the specified coarse aggregate size number. Limits of Deleterious Substances and Physical Property Requirements shall be as listed in ASTM C33 Table 3 for severe weathering regions. Size numbers for the concrete mixes shall be as shown in Table 1 herein.

E. Water: Potable water free from injurious amounts of oils, acids, alkalis, salts, organic matter, or other deleterious substances.

F. Admixtures: Admixtures shall be free of chlorides and alkalis (except for those attributable to water). When it is required to use more than one admixture in a concrete mix, the admixtures shall be from the same manufacturer. Admixtures shall be compatible with the concrete mix including other admixtures and shall be suitable for use in contact with potable water after 30 days of concrete curing.

1. Air-Entraining Admixture: The admixture shall comply with ASTM C260. Proportioning and mixing shall be in accordance with manufacturer's recommendations.

2. Water-Reducing Agent: The admixture shall comply with ASTM C494, Type A. Proportioning and mixing shall be in accordance with manufacturer's recommendations.

3. High Range Water-Reducer (Plasticizer): The admixture shall comply with ASTM C494, Type F and shall result in non segregating plasticized concrete with little bleeding and with the physical properties of low water/cement ratio concrete. The treated concrete shall be capable of maintaining its plastic state in excess of 2 hours. Proportioning and mixing shall be in accordance with manufacturer's recommendations.

4. Admixtures causing retarded or accelerated setting of concrete shall not be used without written approval from the Engineer. When allowed, the

admixtures shall be retarding or accelerating water reducing or high range water reducing admixtures.

G. Pozzolan (Fly Ash) shall be Class F fly ash complying with ASTM C618 except the Loss on Ignition (LOI) shall be limited to 3 percent maximum.

H. Sheet Curing Materials. Waterproof paper, polyethylene film or white burlap polyethylene sheeting all complying with ASTM C171.

I. Liquid Curing Compound. Liquid membrane forming curing compound shall comply with the requirements of ASTM C309, Type 1 D (clear or translucent with fugitive dye) and shall contain no wax, paraffin, or oil. Curing compound shall be approved for use in contact with potable water after 30 days according to NSF 61 (non toxic and free of taste or odor).

2.3 MIXES

A. Development of mix designs and testing shall be by an independent testing laboratory acceptable to the Engineer engaged by and at the expense of the Contractor.

B. Select proportions of ingredients to meet the design strength and materials limits specified in Table 1 and to produce concrete having proper placability, durability, strength, appearance and other required properties. Proportion ingredients to produce a homogenous mixture which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing excessive free water to collect on the surface.

C. The design mix shall be based on standard deviation data of prior mixes with essentially the same proportions of the same constituents or, if such data is not available, be developed by a testing laboratory, acceptable to the Engineer, engaged by and at the expense of the Contractor. Acceptance of mixes based on standard deviation shall be based on the modification factors for standard deviation tests contained in ACI 318. The water content of the concrete mix, determined by laboratory testing, shall be based on a curve showing the relation between water cementitious ratio and 7 and 28 day compressive strengths of concrete made using the proposed materials. The curves shall be determined by four or more points, each representing an average value of at least three test specimens at each age. The curves shall have a range of values sufficient to yield the desired data, including the specified design strengths as modified below, without extrapolation. The water content of the concrete mixes to be used, as determined from the curve, shall correspond to strengths 16 percent greater than the specified design strengths. The resulting mix shall not conflict with the

limiting values for maximum water cementitious ratio and net minimum cementitious content as specified in Table 1.

TABLE 1
CONCRETE MIX REQUIREMENTS

Class	Design Strength (1)	Cement (2)	Fine Aggregate (2)	Coarse Aggregate (3)	Cementitious Content (4)
A	2500	C150 Type II	C33	57	440 min.
B	3000	C150 Type II	C33	57	480 min.
C	4000	C150 Type II	C33	57	560 min.
D	5000	C150 Type II	C33	57	600 min.

Class	W/C Ratio (5)	Fly Ash	AE Range (6)	WR (7)	HRWR (8)	Slump Range Inches
A	0.62 max.	--	3.5 to 5	Yes	*	1-4
B	0.54 max.	--	3.5 to 5	Yes	*	1-3
C	0.44 max.	20 - 25%	3.5 to 5	Yes	*	3-5
D	0.40 max.	--	3.5 to 5	Yes	*	3-5

NOTES:
(1) Minimum compressive strength in psi at 28 days
(2) ASTM designation
(3) Size Number in ASTM C33
(4) Cementitious content in lbs/cu yd
(5) W/C is Water-Cementitious ratio by weight
(6) AE is percent air-entrainment
(7) WR is water-reducer admixture
(8) HRWR is high-range water-reducer admixture
* HRWR used at contractor's option

D. Compression Tests: Provide testing of the proposed concrete mix or mixes to demonstrate compliance with the specified design strength requirements in conformity with the above Paragraph.

E. Entrained air, as measured by ASTM C231, shall be as shown in Table 1.

1. If the air-entraining agent proposed for use in the mix requires testing methods other than ASTM C231 to accurately determine air content, make special note of this requirement in the admixture submittal.

F. Slump of the concrete as measured by ASTM C143, shall be as shown in Table 1. If a high-range water-reducer (plasticizer) is used, the slump indicated shall be that measured before plasticizer is added. Plasticized concrete shall have a slump ranging from 7 to 10 inches.

G. Proportion admixtures according to the manufacturer's recommendations. Two or more admixtures specified may be used in the same mix provided that the admixtures in combination retain full efficiency and have no deleterious effect on the concrete or on the properties of each other.

PART 3 EXECUTION

3.1 MEASURING MATERIALS

A. Concrete shall be composed of Portland cement, fine aggregate, coarse aggregate, water and admixtures as specified and shall be produced by a plant acceptable to the Engineer. All constituents, including admixtures, shall be batched at the plant except a high-range water-reducer may also be added in the field.

B. Measure materials for batching concrete by weighing in conformity with and within the tolerances given in ASTM C94 except as otherwise specified. Scales shall have been certified by the local Sealer of Weights and Measures within 1 year of use.

C. Measure the amount of free water in fine aggregates within 0.3 percent with a moisture meter. Compensate for varying moisture contents of fine aggregates. Record the number of gallons of water as batched on printed batching tickets.

D. Admixtures shall be dispensed either manually using calibrated containers or measuring tanks, or by means of an automatic dispenser approved by the manufacturer of the specific admixture.

1. Charge air entraining and chemical admixtures into the mixer as a solution using an automatic dispenser or similar metering device.

2. Inject multiple admixtures separately during the batching sequence.

3.2 MIXING AND TRANSPORTING

A. Concrete shall be ready mixed concrete produced by equipment acceptable to the Engineer. No hand mixing will be permitted. Clean each transit mix truck drum and reverse drum rotation before the truck proceeds under the batching plant. Equip each transit mix truck with a continuous, nonreversible, revolution counter showing the number of revolutions at mixing speeds.

B. Ready mix concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of their rated capacities as stated on the name plate.

C. Keep the water tank valve on each transit truck locked at all times. Any addition of water must be directed by the Engineer. Added water shall be incorporated by additional mixing of at least 35 revolutions. All added water shall be metered and the amount of water added shall be shown on each delivery ticket.

D. All central plant and rolling stock equipment and methods shall comply with ACI 318 and ASTM C94.

E. Select equipment of size and design to ensure continuous flow of concrete at the delivery end. Metal or metal lined non aluminum discharge chutes shall be used and shall have slopes not exceeding 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting slope requirements may be used if concrete is discharged into a hopper before distribution.

F. Retempering (mixing with or without additional cement, aggregate, or water) of concrete or mortar which has reached initial set will not be permitted.

G. Handle concrete from mixer to placement as quickly as practicable while providing concrete of required quality in the placement area. Dispatch trucks from the batching plant so they arrive at the work site just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.

H. Furnish a delivery ticket for ready mixed concrete to the Engineer as each truck arrives. Each ticket shall provide a printed record of the weight of cement and each aggregate as batched individually. Use the type of indicator that returns for zero punch or returns to zero after a batch is discharged. Clearly indicate the weight of fine and coarse aggregate, cement and water in each batch, the quantity delivered, the time any water is added, and the numerical sequence of the delivery. Show the time of day batched and time of discharge from the truck. Indicate the number of revolutions of the truck mixer.

I. Temperature and Mixing Time Control

1. In cold weather, do not allow the as mixed temperature of the concrete and concrete temperatures at the time of placement in the forms to drop below 40 degrees F.

2. If water or aggregate has been heated, combine water with aggregate in the mixer before cement is added. Do not add cement to mixtures of water and aggregate when the temperature of the mixture is greater than 90 degrees F.

3. In hot weather, cool ingredients before mixing to maintain temperature of the concrete below the maximum placing temperature of 90ºF. If necessary, substitute well crushed ice for all or part of the mixing water.

4. The maximum time interval between the addition of mixing water and/or cement to the batch and the placing of concrete in the forms shall not exceed the values shown in Table 2.

TABLE 2
MAXIMUM TIME TO DISCHARGE OF CONCRETE

Air or Concrete Temperature (whichever is higher)	Maximum Time
80 to 90 Degree F (27 to 32 Degree C)	45 minutes
70 to 79 Degree F (21 to 26 Degree C)	60 minutes
40 to 69 Degree F (5 to 20 Degree C)	90 minutes

J. If an approved high-range water-reducer (plasticizer) is used to produce plasticized concrete, the maximum time interval shall not exceed 90 minutes.

3.3 CONCRETE APPEARANCE

A. Concrete mix showing either poor cohesion or poor coating of the coarse aggregate with paste shall be remixed. If this does not correct the condition, the concrete shall be rejected. If the slump is within the allowable limit, but excessive bleeding, poor workability, or poor finishability are observed, changes in the concrete mix shall be obtained only by adjusting one or more of the following:

1. The gradation of aggregate.
2. The proportion of fine and coarse aggregate.
3. The percentage of entrained air, within the allowable limits.

B. Concrete for the work shall provide a homogeneous structure which, when hardened, will have the required strength, durability and appearance. Mixtures and workmanship shall be such that concrete surfaces, when exposed, will require no finishing. When concrete surfaces are stripped, the concrete, when viewed in good lighting from 10 feet away, shall be pleasing in appearance, and at 20 feet shall show no visible defects.

3.4 PLACING AND COMPACTING

A. Placing

1. Verify that all formwork completely encloses concrete to be placed and is securely braced prior to concrete placement. Remove ice, excess water, dirt and other foreign materials from forms. Confirm that reinforcement and other embedded items are securely in place. Have a competent workman at the location of the placement who can assure that reinforcing steel and embedded items remain in designated locations while concrete is being placed. Sprinkle semi porous subgrades or forms to eliminate suction of water from the mix. Seal extremely porous subgrades in an approved manner.

2. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Place concrete continuously at a rate which ensures the concrete is being integrated with fresh plastic concrete. Do not deposit concrete which has partially hardened or has been contaminated by foreign materials or on concrete which has hardened sufficiently to cause formation of seams or planes of weakness within the section. If the section cannot be placed continuously, place construction joints as specified or as approved.

3. Pumping of concrete will be permitted. Use a mix design and aggregate sizes suitable for pumping and submit for approval.

4. Remove temporary spreaders from forms when the spreader is no longer useful. Temporary spreaders may remain embedded in concrete only when made of galvanized metal or concrete and if prior approval has been obtained.

5. Do not place concrete for supported elements until concrete previously placed in the supporting element (columns, slabs and/or walls) has reached adequate strength.

6. Where surface mortar is to form the base of a finish, especially surfaces designated to be painted, work coarse aggregate back from forms with a suitable tool to bring the full surface of the mortar against the form. Prevent the formation of excessive surface voids.

7. Slabs

    a. After suitable bulkheads, screeds and jointing materials have been positioned, the concrete shall be placed continuously between construction joints beginning at a bulkhead, edge form, or corner. Each batch shall be placed into the edge of the previously placed concrete to avoid stone pockets and segregation.

    b. Avoid delays in casting. If there is a delay in casting, the concrete placed after the delay shall be thoroughly spaded and consolidated at the edge of that previously placed to avoid cold joints. Concrete shall then be brought to correct level and struck off with a straightedge. Bullfloats or darbies shall be used to smooth the surface, leaving it free of humps or hollows.

    c. Where slabs are to be placed integrally with the walls below them, place the walls and compact as specified. Allow 1 hour to pass between placement of the wall and the overlying slab to permit consolidation of the wall concrete. Keep the top surface of the wall moist so as to prevent cold joints.

8. Formed Concrete

    a. Place concrete in forms using tremie tubes and taking care to prevent segregation. Bottom of tremie tubes shall preferably be in contact with the concrete already placed. Do not permit concrete to drop freely more than 4 feet. Place concrete for walls in 12- to 24-inch lifts, keeping the surface horizontal. If plasticized concrete is used, the maximum lift thickness may be increased to 7 feet and the maximum free fall of concrete shall not exceed 15 feet.

9. Underwater concreting shall be performed in conformity with the recommendations of ACI 304R. The tremie system shall be used to place underwater concrete. Tremie pipes shall be in the range of 8 to 12 inches in diameter and be spaced at not more than 16-ft on centers nor more than 8 feet from an end form. Where concrete is being placed around a pipe, there shall be at least one tremie pipe on each side of each pipe. Where the tremie system is not practical, direct pumped concrete for underwater

placement may be used subject to approval of the system including details by the Engineer.

B. Compacting

1. Consolidate concrete by vibration, puddling, spading, rodding or forking so that concrete is thoroughly worked around reinforcement, embedded items and openings and into corners of forms. Puddling, spading, etc, shall be continuously performed along with vibration of the placement to eliminate air or stone pockets which may cause honeycombing, pitting or planes of weakness.

2. All concrete shall be placed and compacted with mechanical vibrators. The number, type and size of the units shall be approved by the Engineer in advance of placing operations. No concrete shall be ordered until sufficient approved vibrators (including standby units in working order) are on the job.

3. A minimum frequency of 7,000 rpm is required for mechanical vibrators. Insert vibrators and withdraw at points from 18 to 30-in apart. At each insertion, vibrate sufficiently to consolidate concrete, generally from 5 to 15 seconds. Do not over vibrate so as to segregate. Keep a spare vibrator on the site during concrete placing operations.

4. Concrete Slabs: Concrete for slabs less than 8 inches thick shall be consolidated with vibrating screeds; slabs 8 to 12 inches thick shall be compacted with internal vibrators and (optionally) with vibrating screeds. Vibrators shall always be placed into concrete vertically and shall not be laid horizontally or laid over.

5. Walls and Columns: Internal vibrators (rather than form vibrators) shall be used unless otherwise approved by the Engineer. In general, for each vibrator needed to melt down the batch at the point of discharge, one or more additional vibrators must be used to densify, homogenize and perfect the surface. The vibrators shall be inserted vertically at regular intervals, through the fresh concrete and slightly into the previous lift, if any.

6. Amount of Vibration: Vibrators are to be used to consolidate properly placed concrete but shall not be used to move or transport concrete in the forms. Vibration shall continue until:

   a. Frequency returns to normal.
   b. Surface appears liquefied, flattened and glistening.
   c. Trapped air ceases to rise.

d. Coarse aggregate has blended into surface, but has not disappeared.

3.5 CURING AND PROTECTION

A. Protect all concrete work against injury from the elements and defacements of any nature during construction operations.

B. Curing Methods

1. Curing Methods for Concrete Surfaces: Cure concrete to retain moisture and maintain specified temperature at the surface for a minimum of 7 days after placement. Curing methods to be used are as follows:

a. Water Curing: Keep entire concrete surface wet by ponding, continuous sprinkling or covered with saturated burlap. Begin wet cure as soon as concrete attains an initial set and maintain wet cure 24 hours a day.

b. Sheet Material Curing: Cover entire surface with sheet material. Securely anchor sheeting to prevent wind and air from lifting the sheeting or entrapping air under the sheet. Place and secure sheet as soon as initial concrete set occurs.

c. Liquid Membrane Curing: Apply over the entire concrete surface except for surfaces to receive additional concrete. Curing compound shall NOT be placed on any concrete surface where additional concrete is to be placed, where concrete sealers or surface coatings are to be used, or where the concrete finish requires an integral floor product. Curing compound shall be applied as soon as the free water on the surface has disappeared and no water sheen is visible, but not after the concrete is dry or when the curing compound can be absorbed into the concrete. Application shall be in compliance with the manufacturer's recommendations.

2. Specified applications of curing methods.

a. Slabs for Water Containment Structures: Water curing only.

b. Slabs on Grade and Footings (not used to contain water): Water curing, sheet material curing or liquid membrane curing.

c. Structural Slabs (other than water containment): Water curing or liquid membrane curing.

d. Horizontal Surfaces which will Receive Additional Concrete, Coatings, Grout or Other Material that Requires Bond to the substrate: Water curing.

e. Formed Surfaces: None if nonabsorbent forms are left in place 7 days. Water cure if absorbent forms are used. Sheet cured or liquid membrane cured if forms are removed prior to 7 days. Exposed horizontal surfaces of formed walls or columns shall be water cured for 7 days or until next placement of concrete is made.

f. Concrete Joints: Water cured or sheet material cured.

C. Finished surfaces and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

D. Cold Weather Concreting:

1. "Cold weather" is defined as a period when for more than 3 successive days, the average daily outdoor temperature drops below 40 degrees F. The average daily temperature shall be calculated as the average of the highest and the lowest temperature during the period from midnight to midnight.

2. Cold weather concreting shall conform to ACI 306.1 and the additional requirements specified herein. Temperatures at the concrete placement shall be recorded at 12 hour intervals (minimum).

3. Discuss a cold weather work plan with the Engineer. The discussion shall encompass the methods and procedures proposed for use during cold weather including the production, transportation, placement, protection, curing and temperature monitoring of the concrete. The procedures to be implemented upon abrupt changes in weather conditions or equipment failures shall also be discussed. Cold weather concreting shall not begin until the work plan is acceptable to the Engineer.

4. During periods of cold weather, concrete shall be protected to provide continuous warm, moist curing (with supplementary heat when required) for a total of at least 350 degree days of curing.

a. Degree days are defined as the total number of 24 hour periods multiplied by the weighted average daily air temperature at the

surface of the concrete (e.g., 5 days at an average 70 degrees F = 350 degree days).

b. To calculate the weighted average daily air temperature, sum hourly measurements of the air temperature in the shade at the surface of the concrete taking any measurement less than 50 degrees F as 0 degrees F. Divide the sum thus calculated by 24 to obtain the weighted average temperature for that day.

5. Salt, manure or other chemicals shall not be used for protection.

6. The protection period for concrete being water cured shall not be terminated during cold weather until at least 24 hours after water curing has been terminated.

E. Hot Weather Concreting

1. "Hot weather" is defined as any combination of high air temperatures, low relative humidity and wind velocity which produces a rate of evaporation estimated in accordance with ACI 305R, approaching or exceeding 0.2 lbs/sqft/hr).

2. Concrete placed during hot weather, shall be batched, delivered, placed, cured and protected in compliance with the recommendations of ACI 305R and the additional requirements specified herein.

a. Temperature of concrete being placed shall not exceed 90ºF and every effort shall be made to maintain a uniform concrete mix temperature below this level. The temperature of the concrete shall be such that it will cause no difficulties from loss of slump, flash set or cold joints.

b. All necessary precautions shall be taken to promptly deliver, to promptly place the concrete upon its arrival at the job and to provide vibration immediately after placement.

c. The Engineer may direct the Contractor to immediately cover plastic concrete with sheet material.

3. Discuss with the Engineer a work plan describing the methods and procedures proposed to use for concrete placement and curing during hot weather periods. Hot weather concreting shall not begin until the work plan is acceptable to the Engineer.

3.6 REMOVAL OF FORMS

A. Except as otherwise specifically authorized by the Engineer, forms shall not be removed before the concrete has attained a strength of at least 30 percent of its specified design strength, nor before reaching the following number of day degrees of curing (whichever is the longer):

TABLE 3
MINIMUM TIME TO FORM REMOVAL

Forms for:	Degree Days:
Beams and slabs	500
Walls and vertical surfaces	100

(See definition of degree days in Paragraph 3.05D above).

B. Shores shall not be removed until the concrete has attained at least 70 percent of its specified design strength and also sufficient strength to support safely its own weight and construction live loads.

3.7 INSPECTION AND FIELD TESTING

A. The batching, mixing, transporting, placing and curing of concrete shall be subject to the inspection of the Engineer at all times. The Contractor shall advise the Engineer of his/her readiness to proceed at least 24 hours prior to each concrete placement. The Engineer will inspect the preparations for concreting including the preparation of previously placed concrete, the reinforcing steel and the alignment, cleanliness and tightness of formwork. No placement shall be made without the inspection and acceptance of the Engineer.

B. Sets of field control cylinder specimens will be taken by the Engineer (or inspector) during the progress of the work, in compliance with ASTM C31. The number of sets of concrete test cylinders taken of each class of concrete placed each day shall not be less than one set per day, nor less than one set for each 150 cu yds of concrete nor less than one set for each 5,000 sq ft of surface area for slabs or walls.

1. A "set" of test cylinders consists of four cylinders: one to be tested at 7 days and two to be tested and their strengths averaged at 28 days. The fourth may be used for a special test at 3 days or to verify strength after 28 days if 28 day test results are low.

2. When the average 28-day compressive strength of the cylinders in any set falls below the specified design strength or below proportional minimum 7 day strengths (where proper relation between 7- and 28-day strengths have been established by tests), proportions, water content, or temperature conditions shall be changed to achieve the required strengths.

C. Cooperate in the making of tests by allowing free access to the work for the selection of samples, providing an insulated closed curing box for specimens, affording protection to the specimens against injury or loss through the operations and furnish material and labor required for the purpose of taking concrete cylinder samples. The cost of taking and shipping specimens will be paid for by the Contractor, and reimbursed by the Owner under the Concrete Testing Allowance. Curing boxes shall be acceptable to the Engineer.

D. Slump tests will be made in the field immediately prior to placing the concrete. Such tests shall be made in accordance with ASTM C143. If the slump is greater the specified range, the concrete shall be rejected.

E. Air Content: Test for air content shall be made on a fresh concrete samples. Air content for concrete made of ordinary aggregates having low absorption shall be made in compliance with either the pressure method complying with ASTM C231 or by the volumetric method complying with ASTM C173. If lightweight aggregates or aggregates with high absorptions are used, the latter test method shall be used.

F. The Engineer may have cores taken from any questionable area in the concrete work such as construction joints and other locations as required for determination of concrete quality. The results of tests on such cores shall be the basis for acceptance, rejection or determining the continuation of concrete work.

G. Cooperate in obtaining cores by allowing free access to the work and permitting the use of ladders, scaffolding and such incidental equipment as may be required. Repair all core holes. The work of cutting and testing the cores will be at the expense of the Contractor. Work found to be acceptable will be reimbursed under the Concrete Testing Allowance.

3.8 FAILURE TO MEET REQUIREMENTS

A. Should the strengths shown by the test specimens made and tested in compliance with the previous provisions fall below the values given in Table 1, the Engineer shall have the right to require changes in proportions outlined to apply to the remainder of the work. Furthermore, the Engineer shall have the right to require additional curing on those portions of the structure represented by the test specimens which failed. The cost of such additional curing shall be at the

Contractor's expense. In the event that such additional curing does not give the strength required, as evidenced by core and/or load tests, the Engineer shall have the right to require strengthening or replacement of those portions of the structure which fail to develop the required strength. The cost of all such core borings and/or load tests and any strengthening or concrete replacement required because strengths of test specimens are below that specified, shall be entirely at the expense of the Contractor. In such cases of failure to meet strength requirements the Contractor and Engineer shall confer to determine what adjustment, if any, can be made in compliance with Sections titled "Strength" and "Failure to Meet Strength Requirements" of ASTM C94. The "purchaser" referred to in ASTM C94 is the Contractor in this Section.

B. When the tests on control specimens of concrete fall below the specified strength, the Engineer will permit check tests for strengths to be made by means of typical cores drilled from the structure in compliance with ASTM C42 and C39. In the case of cores not indicating adequate strength, the Engineer, in addition to other recourses, may require, at the Contractor's expense, load tests on any one of the slabs, beams, piles, caps, and columns in which such concrete was used. Tests need not be made until concrete has aged 60 days.

C. Should the strength of test cylinders fall below 60 percent of the required minimum 28 day strength, the concrete shall be rejected and shall be removed and replaced.

3.9 PATCHING AND REPAIRS

A. It is the intent of this Section to require quality work including adequate forming, proper mixture and placement of concrete and curing so completed concrete surfaces will require no patching.

B. Defective concrete and honeycombed areas as determined by the Engineer shall be repaired as specified by the Engineer.

C. As soon as the forms have been stripped and the concrete surfaces exposed, fins and other projections shall be removed; recesses left by the removal of form ties shall be filled; and surface defects which do not impair structural strength shall be repaired. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete, to approval of the Engineer.

D. Immediately after removal of forms remove plugs and break off metal ties as required by Section 03100, Concrete Formwork. Promptly fill holes upon stripping as follows: Moisten the hole with water, followed by a 1/16 inch brush coat of neat cement slurry mixed to the consistency of a heavy paste. Immediately plug the hole with a 1 to 1.5 mixture of cement and concrete sand mixed slightly

damp to the touch (just short of "balling"). Hammer the grout into the hole until dense, and an excess of paste appears on the surface in the form of a spiderweb. Trowel smooth with heavy pressure. Avoid burnishing.

E. When patching exposed surfaces the same source of cement and sand as used in the parent concrete shall be employed. Adjust color if necessary by addition of proper amounts of white cement. Rub lightly with a fine Carborundum stone at an age of 1 to 5 days if necessary to bring the surface down with the parent concrete. Exercise care to avoid damaging or staining the virgin skin of the surrounding parent concrete. Wash thoroughly to remove all rubbed matter.

3.10 SCHEDULE

A. The following (Table 4) are the general applications for the various concrete classes and design strengths:

TABLE 4
CONCRETE SCHEDULE

Class	Design Strength (psi)	Description
A	2,500	Concrete fill and duct encasement
B	3,000	Concrete overlay slabs and pavements
C	4,000	Walls, slabs on grade, suspended slab and beam systems, columns, grade beams, and all other structural concrete
D	5,000	Prestressed concrete

END OF SECTION

SECTION 03301
CONCRETE AND REINFORCING STEEL

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, and incidentals required to perform all concrete work as ordered by the Engineer, as shown on the Drawings, and as specified in this Section.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance. Reproductions of contract drawing are unacceptable. Submit full fabrication drawings and technical data on all materials and components. Submit other data specified in this Section when required. Submittals shall include at least the followings:

A. Shop Drawings and Technical Data:

1. Joints and joint accessories.
2. Reinforcing steel including bar schedules and bending details.
3. Concrete mix for each formulation of concrete proposed for use, including constituent quantities per cubic yard, water cementitious ratio, type, and manufacturer of cement.
4. Formwork and accessories.
5. Grout.
6. Two samples of each type of mechanical reinforcing steel connectors.

B. Samples:

1. Two samples of each type of mechanical reinforcing steel connections

C. Test Reports:

1. Sieve analysis of fine and coarse aggregates.

2. Concrete mix for each formulation of concrete proposed for use, including constituent quantities per cubic yard, water cementitious ratio, type and manufacturer of cement, and either a. or b. below:

a. Standard deviation data for each proposed concrete mix based on statistical records.
b. Water cementitious ratio curve for each proposed concrete mix based on laboratory tests. Give average cylinder strength test results at 28 days for laboratory concrete mix designs. Provide results of 7- and 14-day tests if available.

3. Concrete compressive strength, air content, and slump tests.

D. Certifications:

1. Certify that admixtures used in the same concrete mix are compatible with each other and the aggregates.
2. Material Safety Data Sheet (MSDS).
3. Curing concrete elements.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM):

1. ASTM A185—Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
2. ASTM A615—Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
3. ASTM C31—Standard Practice for Making and Curing Concrete Test Specimens in the Field.
4. ASTM C33—Standard Specification for Concrete Aggregates.
5. ASTM C94—Standard Specification for Ready-Mixed Concrete.
6. ASTM C143—Standard Test Method for Slump of Hydraulic-Cement Concrete.
7. ASTM C150—Standard Specification for Portland Cement.
8. ASTM C171—Standard Specification for Sheet Materials for Curing Concrete.
9. ASTM C173—Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
10. ASTM C231—Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

11. ASTM C260—Standard Specification for Air-Entraining Admixtures for Concrete.
12. ASTM C309—Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
13. ASTM C494—Standard Specification for Chemical Admixtures for Concrete.
14. ASTM C618—Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
15. ASTM C827—Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens of Cementitious Mixtures.
16. ASTM C881—Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.
17. ASTM C920—Standard Specification for Elastomeric Joint Sealants.
18. ASTM C932—Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering.
19. ASTM C990—Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
20. ASTM C1107—Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
21. ASTM C1116/C1116M—Standard Specification for Fiber-Reinforced Concrete.
22. ASTM D1751-04—Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
23. ASTM D1752—Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.
24. ASTM D2103—Standard Specification for Polyethylene Film and Sheeting.
25. ASTM D4397—Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications.
26. ASTM D6690—Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.

B. American Concrete Institute (ACI):

1. ACI 117—Specifications for Tolerances for Concrete Construction and Materials.
2. ACI 211.1—Standard Practice for Selecting proportions for Normal, Heavyweight, and Mass Concrete.
3. ACI 301—Specifications for Structural Concrete.
4. ACI 305R—Hot Weather Concreting.
5. ACI 306R—Cold Weather Concreting.

6. ACI 306.1—Standard Specification for Cold Weather Concreting
7. ACI 315—Details and Detailing of Concrete Reinforcement.
8. ACI 318—Building Code Requirements for Structural Concrete.
8. ACI 347R—Guide to Formwork for Concrete.
9. ACI/MCP-4—Manual of Concrete Practice - Volume 4 - Bridges, Substructures, Sanitary, and Other Special Structures - Structural Properties

C. Concrete Reinforcing Steel Institute (CRSI):

1. MSP—Manual of Standard Practice.

1.6 QUALITY ASSURANCE

A. Reinforced concrete shall comply with ACI 318; the recommendations of ACI 350R; and other stated requirements, codes, and standards. The most stringent requirement of the codes, standards, and this Section shall apply when conflicts exist.

B. Only one source of cement and aggregates shall be used on any one structure. Concrete shall be uniform in color and appearance.

C. Thirty days in advance of placing concrete, the Contractor shall discuss with the Engineer the sources of individual materials and batched concrete proposed for use. Discuss placement methods, waterstops, and curing. Propose methods of hot and cold weather concreting as required. Before placing any concrete containing a high-range water-reducing admixture (plasticizer), the Contractor, accompanied by the plasticizer manufacturer, shall discuss with the Engineer the properties and techniques of batching and placing plasticized concrete.

D. A firm providing field testing and inspection services will be approved by the Owner. The cost of such work, except as specifically stated otherwise, shall be paid by the Contractor and reimbursed by the Owner under the Concrete Testing Allowance. The following items shall be tested by the Owner to verify conformity with this Specification Section:

1. Concrete placements—compressive strength (cylinders), compressive strength (cores), slump, and air content.
2. Other materials or products that may come under question.

3. All materials incorporated in the work shall conform to accepted samples

E. Finishes

1. For concrete that will receive additional applied finishes or materials, the

surface finish specified is required for the proper application of the specified manufacturer's products. Where alternate products are approved for use, determine if changes in finishes are required and provide the proper finishes to receive these products.

2. Changes in finishes made to accommodate products different from those specified shall be performed at no additional cost to the Owner. Submit the proposed new finishes and their construction methods to the Engineer for approval.

F. Services of Manufacturer's Representative

1. Upon 72 hours notification, make available at no extra cost to the Owner the services of a qualified field representative of the manufacturer of the curing compound, sealer, or hardener to instruct the user on the proper application of the product under prevailing job conditions.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

B. Furnish the Owner with a written warranty that the mechanical splice system is free from manufacturing defects and will perform as represented.

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

PART 2 PRODUCTS

2.1 GENERAL

A. The use of the manufacturer's name and model or catalog number is to establish the standard of quality and general configuration desired.

B. Like items of materials shall be the end products of one manufacturer to provide standardization of appearance, maintenance, and manufacturer's service.

C. Materials shall comply with this Section and any applicable State or local requirements.

2.2 MATERIALS

A. Cement: Domestic Portland cement complying with ASTM C150. Air entraining cements shall not be used. The brand of cement shall be subject to approval by the Engineer and one brand shall be used throughout the Work. The following cement type(s) shall be used:

1. Class A, B, C, D Concrete Type II with the addition of fly ash resulting in C3A being below 5% of total cementitious content, Type III limited to 5% C3A, or Type V.

B. Aggregate: Washed inert natural sand conforming to the requirements of ASTM C33.

C. Water: Potable water free from injurious amounts of oils, acids, alkalis, salts, organic matter, or other deleterious substances.

D. Admixtures: Admixtures shall be free of chlorides and alkalis (except for those attributable to water). When more than one admixture is required to be used in a concrete mix, the admixtures shall be from the same manufacturer. Admixtures shall be compatible with the concrete mix, including other admixtures, and shall be suitable for use in contact with potable water after 30 days of concrete curing.

1. Air-Entraining Admixture: The admixture shall comply with ASTM C260.
2. Water-Reducing Agent: The admixture shall comply with ASTM C494, Type A.
3. High-Range Water-Reducer (Plasticizer): The admixture shall comply with ASTM C494, Type F and shall result in non-segregating plasticized concrete with little bleeding and with the physical properties of low water/cement ratio concrete. The treated concrete shall be capable of maintaining its plastic state more than 2 hours.
4. Admixtures causing retarded or accelerated setting of concrete shall not be used without written approval from the Engineer. When allowed, the admixtures shall be retarding or accelerating water-reducing or high-range water-reducing admixtures.

E. Pozzolan (Fly Ash) shall be Class F fly ash complying with ASTM C618, except that the Loss on Ignition (LOI) shall be limited to 3% maximum.

F. Materials for curing concrete:

1. Sheet Curing Materials—Waterproof paper, polyethylene film, or white burlap polyethylene sheeting shall comply with ASTM C171.
2. Liquid Curing Compound—Liquid membrane forming curing compound

shall comply with the requirements of ASTM C309, Type 1 D (clear or translucent with fugitive dye) and shall contain no wax, paraffin, or oil. The curing compound shall be approved for use in contact with potable water after 30 days according to NSF 61 (non-toxic and free of taste or odor).

G. Chemical hardener shall be Lapidolith by Sonneborn, Hornolith by A.C. Horn, Penalith by W.R. Meadows, or equal fluosilicate base material.

H. Concrete sealer shall be "Kure N Seal," by Sonneborn, Minneapolis, MN or equal.

2.3 MIXES

A. Select proportions of ingredients to meet the design strength and materials limits specified in Table 1 and to produce concrete having proper workability, durability, strength, appearance, and other required properties. Proportion ingredients to produce a homogenous mixture, which will readily work into corners and angles of forms and around reinforcement without permitting materials to segregate or allowing excessive free water to collect on the surface.

B. The design mix shall be based on standard deviation data of prior mixes with essentially the same proportions of the same constituents or, if such data are not available, be developed by a testing laboratory acceptable to the Engineer and engaged by and at the expense of the Contractor. Mixes based on standard deviation shall be accepted based on the modification factors for standard deviation tests contained in ACI 318. The water content of the concrete mix, determined by laboratory testing, shall be based on a curve showing the relation between water cementitious ratio and 7- and 28-day compressive strengths of concrete made using the proposed materials. The curves shall be determined by four or more points, each representing an average value of at least three test specimens at each age. The curves shall have a range of values sufficient to yield the desired data, including the specified design strengths as modified below, without extrapolation. The water content of the concrete mixes to be used, as determined from the curve, shall correspond to strengths 16% greater than the specified design strengths. The resulting mix shall not conflict with the limiting values for maximum water cementitious ratio and net minimum cementitious content as specified in Table 1.

C. Entrained air, as measured by ASTM C231, shall be as shown in Table 1.

1. If the air-entraining agent proposed for use in the mix requires testing methods other than those in ASTM C231 to accurately determine air content, make special note of this requirement in the admixture submittal.

D. Slump of the concrete as measured by ASTM C143 shall be as shown in Table 1. If a high-range water-reducer (plasticizer) is used, the slump indicated shall be that measured before plasticizer is added. Plasticized concrete shall have a slump ranging from 7 to 10 inches.

TABLE 1
CONCRETE MIX REQUIREMENTS

Class	Design Strength (1)	Cement (2)		Fine Aggregate (2)	Coarse Aggregate (3)	Cementitious Content (4)
A	2500	C150 Type II		C33	57	440 min.
B	3000	C150 Type II		C33	57	480 min.
C	4000	C150 Type II		C33	57	560 min.
D	5000	C150 Type II		C33	57	600 min.
Class	W/C Ratio (5)	Fly Ash	AE Range (6)	WR (7)	HRWR (8)	Slump Range (Inches)
A	0.60 max.	--	3.5 to 5	Yes	*	1-4
B	0.54 max.	--	2.5 to 5	Yes	*	1-3
C	0.44 max.	20 - 25%	2.5 to 5	Yes	*	3-5
D	0.40 max.	--	3.5 to 5	Yes	*	3-5

NOTES:
(1) Minimum compressive strength in psi at 28 days.
(2) ASTM designation.
(3) Size Number in ASTM C33.
(4) Cementitious content in lbs/cu yd.
(5) W/C is Water-Cementitious ratio by weight.
(6) AE is percent air-entrainment.
(7) WR is water-reducer admixture.
(8) HRWR is high-range water-reducer admixture.
* HRWR used at the Contractor's option.

2.4 CONCRETE REINFORCEMENT

A. Reinforcing steel shall be deformed bars and shall comply with ASTM A615, Grade 60.

B. Welded wire fabric shall be flat sheet and comply with ASTM A185.

C. Fiber reinforcement shall be synthetic fibers with 100% polypropylene collated, fibrillated fibers and with a minimum tensile strength of 70 ksi. Fiber-reinforced concrete shall be in accordance with ASTM C1116/C1116M, Type III, synthetic fiber-reinforced concrete. Use a minimum of 1.5 pounds of fibers per cubic yard of concrete. Add fibers at the batch plant.

2.5 FORMS

A. Forms for cast-in-place concrete shall be made of wood, metal, or other approved material. All forms shall be designed and constructed to provide a flat, uniform

concrete surface requiring minimal finish or repairs.

B. Forms shall be free from roughness and imperfections, substantially watertight, and adequately braced and tied to prevent motion when concrete is placed. No wooden spreaders will be allowed in the concrete.

C. The form-release agent shall be coated on all surfaces in contact with concrete using effective, non-staining, non-residual, water-based, bond-breaking form coatings.

D. Wire ties will not be allowed. Metal ties or anchorages necessary within the forms shall be so constructed that the metal work can be removed for a depth of at least 1 inch from the surface of the concrete without injury to such surface by spalling or otherwise. Forms shall be thoroughly cleaned before using and shall be treated with oil or other approved material.

E. All exposed edges of the finished concrete shall be chamfered 3/4-inch.

2.6 EXPANSION/CONTRACTION JOINTS

A. Pre-molded joint fillers for water holding structures shall be non-extruding and resilient non-bituminous type and comply with ASTM D1752, Type III. Joint fillers for sidewalk and roadway pavements shall be asphalt-impregnated fiber board conforming to ASTM D1751.

B. Joint sealants shall comply with ASTM D6690, Type M class 25 for horizontal surface, and ASTM C920, Type M grade NS class 25 for vertical surface greater than 3% slope.

C. Bond breaker shall be an adhesive-backed glazed butyl or polyethylene tape.

2.7 WATERSTOPS

A. Waterstops shall be flat dumbbell type and made of polyvinylchloride PVC no less than 3/8 inch thick and 6 inches wide and comply with ASTM C990.

2.8 BONDING MATERIALS

A. The concrete bonding agent shall be an aqueous-phase, film-forming, non-oxidizing, freeze- and thaw-resistant compound agent suitable for brush or spray application conforming to ASTM C932.

B. Epoxy adhesive binder shall be two-component, epoxy-polysulfide polymer-type bind with amine-type curing agent conforming to ASTM C881, Type II.

2.9 VAPOR BARRIER

A. Vapor barrier shall be clear polyethylene sheeting, 6-mil conforming to ASTM D2103 or D4397.

2.10 GROUT

A. Non-shrink, cementitious grout shall comply with ASTM C1107, Grade B or C.

B. Non-shrink, epoxy machinery grout shall conform to ASTM C827 with compressive strength of 12,000 psi in 7 days.

C. Concrete grout shall have a compressive average strength of 3,000 psi at 29 days. Synthetic fiber reinforcing fibers shall be added to the grout mix at rate of 1.5 pounds of fiber per cubic yard of grout.

PART 3 EXECUTION

3.1 REINFORCING STEEL

A. Reinforcement shall be accurately fabricated to the dimensions shown. Bars shall be bent around a pin having a diameter not less than that recommended in ACI 318. All bars shall be bent cold.

B. Reinforcement shall be shipped to the work with bars of the same size and shape fastened in bundles with metal identification tags giving size and mark securely wired on. The identification tags shall be labeled with the same designation as shown on submitted bar schedules and shop drawings.

C. All bars shall be stored off the ground and shall be protected from moisture and be kept free from dirt, oil, or injurious coatings. The Contractor shall adhere to the requirements specified in Section 01650 for storing and protecting the items specified in this Section.

D. Tension lap spices shall be provided at all laps in compliance with ACI 318. All bar splices shall be staggered wherever possible. When splicing bars of different diameters, the length of lap is based on the larger bar. Class B splices shall be used at all locations unless otherwise indicated on the Drawings.

E. Before being placed in position, reinforcement shall be thoroughly cleaned of loose mill and rust scale, dirt, and other coatings that reduce or destroy bond. Where there is delay in depositing concrete after reinforcement is in place, bars shall be reinspected and cleaned when necessary.

F. Reinforcement that is to be exposed for a considerable length of time after being placed shall be painted with a heavy coat of cement grout, if required.

G. In no case shall any reinforcing steel be covered with concrete until the number and position of the reinforcements have been checked by the Engineer and his/her permission given to proceed with the concreting.

3.2 MECHANICAL COUPLER SYSTEM

A. Use mechanical reinforcing steel coupling system only where indicated. Install in accordance with the manufacturer's written instructions and as specified in this Section.

B. Upon receiving the coupler system, obtain the threaded length for the male ends and sample each lot for variation in thread length on male ends. Record the amount of actual thread (per lot).

C. After formwork is removed, confirm cap is in position (female end).

D. Before installing the male end, remove screwed cap and confirm that the female end (coupler) is clean and free of concrete splatter, dirt, burrs, or other matter which may foul threads.

E. Tighten the dowel bar male end until the threads are fully engaged and no threads are exposed. Do not strip threads.

F. Visually inspect all splice locations. A correctly installed splice will show no exposed threads on the threaded splice bars.

3.3 CONCRETE MIXING AND TRANSPORTING

A. Concrete shall be ready-mixed concrete produced by equipment acceptable to the Engineer. No hand mixing will be permitted. Clean each transit mix truck drum and reverse drum rotation before the truck proceeds under the batching plant. Equip each transit mix truck with a continuous, nonreversible, revolution counter showing the number of revolutions at mixing speeds.

B. Ready mix concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of their rated capacities as stated on the name plate.

C. Keep the water tank valve on each transit truck locked at all times. Any addition of water must be directed by the Engineer. Added water shall be incorporated by additional mixing of at least 35 revolutions. All added water shall be metered and the amount of water added shall be shown on each delivery ticket.

D. All central plant and rolling stock equipment and methods shall comply with ACI 318 and ASTM C94.

E. Select equipment of size and design to ensure continuous flow of concrete at the delivery end. Metal or metal-lined non-aluminum discharge chutes shall be used and shall have slopes not more than 1 vertical to 2 horizontal and not less than 1 vertical to 3 horizontal. Chutes more than 20 feet long and chutes not meeting slope requirements may be used if concrete is discharged into a hopper before distribution.

F. Re-tempering (mixing with or without additional cement, aggregate, or water) of concrete or mortar which has reached initial set will not be permitted.

G. Handle concrete from mixer to placement as quickly as practicable while providing concrete of required quality in the placement area. Dispatch trucks from the batching plant so they arrive at the work site just before the concrete is required, thus avoiding excessive mixing of concrete while waiting or delays in placing successive layers of concrete in the forms.

H. Furnish a delivery ticket for ready-mixed concrete to the Engineer as each truck arrives. Each ticket shall provide a printed record of the weight of cement and each aggregate as batched individually. Use the type of indicator that returns for zero punch or returns to zero after a batch is discharged. Clearly indicate the weight of fine and coarse aggregate, cement, and water in each batch; the quantity delivered; the time any water is added; and the numerical sequence of the delivery. Show the time of day batched and time of discharge from the truck. Indicate the number of revolutions of the truck mixer.

I. Temperature and Mixing Time Control

1. In cold weather, do not allow the as-mixed temperature of the concrete and concrete temperatures at the time of placement in the forms to drop below 40°F.

2. If the water or aggregate has been heated, combine the water with aggregate in the mixer before cement is added. Do not add cement to mixtures of water and aggregate when the temperature of the mixture is greater than 90°F.
3. In hot weather, cool ingredients before mixing to maintain temperature of the concrete below the maximum placing temperature of 90°F. If necessary, substitute well-crushed ice for all or part of the mixing water.
4. The maximum time interval between adding mixing water and/or cement to the batch and placing concrete in the forms shall not exceed the values shown in Table 2.

TABLE 2
MAXIMUM TIME TO DISCHARGE OF CONCRETE

Air or Concrete Temperature (whichever is higher)	Maximum Time
80 to 90°F (27 to 32°C)	45 minutes
70 to 79°F (21 to 26°C)	60 minutes
40 to 69°F (5 to 20°C)	90 minutes

J. If an approved high-range water-reducer (plasticizer) is used to produce plasticized concrete, the maximum time interval shall not exceed 90 minutes.

3.4 CONCRETE APPEARANCE

A. Concrete mix showing either poor cohesion or poor coating of the coarse aggregate with paste shall be remixed. If this does not correct the condition, the concrete shall be rejected.

B. Concrete for the work shall provide a homogeneous structure which, when hardened, will have the required strength, durability, and appearance. Mixtures and workmanship shall be such that concrete surfaces, when exposed, will require no finishing. When concrete surfaces are stripped, the concrete when viewed in good lighting from 10 feet away shall be pleasing in appearance and at 20 feet shall show no visible defects.

3.5 PLACING CONCRETE

A. Reinforcement, where required, shall be accurately placed in the exact positions shown, shall be secured against displacement with annealed iron wire ties or suitable clips at intersections, and shall have a clear space of 2 inches between the steel and face of forms unless otherwise indicated. Wire ties passing through the forms to hold the steel in proper position will not be allowed. Concrete blocks with wire ties cast in them may be used where approved by the Engineer to maintain the clearance between reinforcement and forms. Reinforcing bars shall be free from rust, scale, dirt, grease, and injurious contaminants.

B. No concrete shall be placed until the Engineer has approved forms and method of placement. Before concrete is deposited, all debris, foreign matter, dirt, and water shall be removed from the forms. The surface of concrete previously placed, such as manhole bases or horizontal construction joints, shall be cleaned and brushed with cement paste. Concrete shall not be placed in water or submerged within 24 hours after placing, nor shall running water be permitted to flow over the surface of fresh concrete within 4 days after its placing.

C. Deposit concrete as near its final position as possible to avoid segregation due to rehandling or flowing. Pumping of concrete will be permitted when an approved design mix and aggregate sizes, suitable for pumping, are used. Do not deposit concrete that has partially hardened or has been contaminated by foreign materials. If the section cannot be placed continuously, place construction joints as specified or as approved. Place concrete for walls using tremie tubes in 12- to 24-inch lifts, keeping the surface horizontal. Do not drop concrete more than 4 feet.

D. High-frequency mechanical vibrators shall be used to the extent necessary to obtain proper consolidation of the concrete. Care shall be taken to avoid segregating aggregates by excessive vibration. Concrete adjacent to forms and around pipe stubs shall be carefully spaded or rodded.

E. Concrete walls shall be deposited in one continuous operation with concrete brought up evenly on all sides. Chutes shall be of metal, "U" shaped, and provided with a baffle plate at the end, if necessary, to prevent segregation of materials. Chutes shall be placed at an angle of not less than 25 degrees, nor more than 45 degrees from horizontal and they shall be kept clean and free from hardened concrete.

F. No concrete shall be mixed or placed during freezing weather without explicit permission. When placing concrete when the air temperature is below 40ºF, heat the water, sand, and gravel so that the temperature of the concrete will be at least 50ºF. This temperature shall be maintained for 72 hours after placing.

3.6 FIELD TESTS

A. The Engineer will take sets of three field control cylinder specimens during the progress of the work, in compliance with ASTM C31. The number of sets of concrete test cylinders taken of each class of concrete placed each day shall not be fewer than one set nor fewer than one set for each 150 cubic yards of concrete nor fewer than one set for each 5,000 square feet of surface area for slabs or walls. One cylinder shall be broken at 7 days and two cylinders shall be broken and their strengths averaged at 28 days. When the average 28-day compressive strength of the cylinders in any set falls below the specified compressive strength or below proportional minimum 7-day strengths (where the proper relation between 7- and 28-day strengths has been established by tests), the Engineer may reject the concrete represented by the set of cylinders and may require modification of the concrete and/or require modification of the proportions, water content, or temperature conditions of the design mix to achieve the required strengths.

B. The Contractor shall cooperate in testing by allowing free access to the work for selecting samples, providing an insulated closed curing box for specimens, protecting the specimens against injury or loss through his/her operations, and furnishing material and labor required for taking concrete cylinder samples. All shipping of specimens will be paid for by the Owner.

C. Slump tests will be made in the field by the Engineer in conformity with ASTM C143.

D. Tests for air content shall be made in compliance with either the pressure method complying with ASTM C231 or by the volumetric method complying with ASTM C173.

3.7 FORMED SURFACES

A. Forms shall remain in-place for the time specified in ACI/MCP-4. Do not remove forms and shores until the concrete has gained sufficient strength to support its weight and superimposed loads.

B. Exercise care to prevent damaging edges or obliterating the lines of chamfers, rustications, or corners when removing the forms or performing any other work adjacent to such chamfers, rustications, or corners.

C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete.

D. Rough Form Finish

1. Immediately after stripping forms and before the concrete has changed color, carefully remove all fins and projections.
2. Promptly fill holes left by tie cones and defects as specified.

3.8 FLOORS AND SLABS

A. Floated Finish

1. Machine Floating

a. Screed floors and slabs with straightedges to the established grades shown on the Drawings. Immediately after final screeding sprinkle a dry cement/sand shake in the proportion of two sacks of Portland cement to 350 lb of coarse natural concrete sand evenly over the surface at the rate of approximately 500 lb/1,000 sq ft of floor. Do not sprinkle neat, dry cement on the surface.

b. The application of the cement/sand shake may be eliminated at the discretion of the Engineer if the base slab concrete exhibits adequate fattiness and homogeneity and the need is not indicated. When the concrete has hardened sufficiently to support the weight of a power float without the float's digging into or disrupting the level surface, thoroughly float the shake into the surface with a heavy revolving disc-type power compacting machine capable of providing a 200-lb compaction force distributed over a 24-inch-diameter disc.

c. Start floating along walls and around columns and then move systematically across the surface leaving a matte finish.

d. The compacting machine shall be the "Kelly Power Float with Compaction Control" as manufactured by Kelley Industries of SSP Construction Equipment Inc., Pomona, CA or equal. Troweling machines equipped with float (shoe) blades that are slipped over the trowel blades may be used for floating. Floating with a troweling machine equipped with normal trowel blades will not be permitted. The use of any floating or troweling machine which has a water attachment for wetting the concrete surface during finishing will not be permitted.

2. Hand Floating

a. In lieu of power floating, small areas may be compacted by hand floating. The dry cement/sand shake previously specified shall be used unless specifically eliminated by the Engineer. Screed the floors and slabs with straightedges to the established grades shown on the Drawings. While the concrete is still green but sufficiently hardened to support a finisher and kneeboards with no more than
¼-inch indentation, wood float to a true, even plane with no coarse aggregate visible. Use sufficient pressure on the wood floats to bring moisture to the surface.

3. Finishing Tolerances

a. Level floors and slabs to a tolerance of plus or minus 1/8 inch when checked with a 10-foot straightedge placed anywhere on the slab in any direction. Where drains occur, pitch floors to drains so that no low spots are left undrained. Failure to meet either of the above requirements shall be cause for removal, grinding, or other correction as directed by the Engineer.

B. Broom Finish

1. Screed slabs with straightedges to the established grades indicated on the Drawings. When the concrete has stiffened sufficiently to maintain small surface indentations, draw a stiff bristle broom lightly across the surface in the direction of drainage or, in the case of walks and stairs, perpendicular to the direction of traffic to provide a non-slip surface.

C. Steel Trowel Finish

1. Finish concrete as specified in Article 3.04. Then, hand steel trowel to a perfectly smooth, hard, even finish free from high or low spots or other defects.

3.9 APPROVAL OF FINISHES

A. All concrete surfaces, when finished, will be examined by the Engineer.

B. Surfaces which in the opinion of the Engineer are unsatisfactory shall be refinished or reworked.

C. After finishing horizontal surfaces, regardless of the finishing procedure specified, the concrete shall be cured in compliance with this Section unless otherwise directed by the Engineer.

3.10 CURING AND PROTECTION

A. The Contractor shall protect all concrete work against injury from the elements and defacements of any nature during construction operations.

B. Curing Methods

1. Curing Methods for Concrete Surfaces: Cure concrete to retain moisture and maintain specified temperature at the surface for a minimum of 7 days after placement. Curing methods to be used are as follows:

a. Water Curing: Keep entire concrete surface wet by ponding, continuous sprinkling, or by covering with saturated burlap. Begin wet cure as soon as concrete attains an initial set and maintain wet cure 24 hours a day.

b. Sheet Material Curing: Cover entire surface with sheet material. Securely anchor sheeting to prevent wind and air from lifting the sheeting or entrapping air under the sheet. Place and secure sheet as soon as initial concrete set occurs.

c. Liquid Membrane Curing: Apply over the entire concrete surface except for surfaces to receive additional concrete. DO NOT place curing compound on any concrete surface where additional

concrete is to be placed, where concrete sealers or surface coatings are to be used, or where the concrete finish requires an integral floor product. Apply curing compound as soon as the free water on the surface has disappeared and no water sheen is visible, but not after the concrete is dry or when the curing compound can be absorbed into the concrete. Application shall be in compliance with the manufacturer's recommendations.

2. Specified applications of curing methods.

a. Slabs for Water Containment Structures: Water curing only.
b. Slabs on Grade and Footings (not used to contain water): Water curing, sheet material curing, or liquid membrane curing.
c. Structural Slabs (other than water containment): Water curing or liquid membrane curing.

d. Horizontal Surfaces that will Receive Additional Concrete, Coatings, Grout, or Other Material that Requires Bond to the Substrate: Water curing.
e. Formed Surfaces: None if nonabsorbent forms are left in place 7 days. Water cure if absorbent forms are used. Sheet cured or liquid membrane cured if forms are removed before 7 days. Exposed horizontal surfaces of formed walls or columns shall be water cured for 7 days or until the next placement of concrete.
f. Concrete Joints: Water cured or sheet material cured.

C. Finished surfaces and slabs shall be protected from the direct rays of the sun to prevent checking and crazing.

D. Cold Weather Concreting:

1. *Cold weather* is defined as a period when the average daily outdoor temperature drops below 40°F for more than 3 successive days. The average daily temperature shall be calculated as the average of the highest and the lowest temperature during the period from midnight to midnight.

2. Cold weather concreting shall conform to ACI 306.1 and the additional requirements specified in this Section. Temperatures at the concrete placement shall be recorded at 12-hour intervals (minimum).

3. The Contractor shall discuss a cold weather work plan with the Engineer. The discussion shall encompass the methods and procedures proposed for use during cold weather, including the production, transportation, placement, protection, curing, and temperature monitoring of the concrete. The procedures to be implemented upon abrupt changes in

weather conditions or equipment failures shall also be discussed. Cold weather concreting shall not begin until the work plan is acceptable to the Engineer.

4. During periods of cold weather, concrete shall be protected to provide continuous warm, moist curing (with supplementary heat when required) for a total of at least 350 degree-days of curing.

   a. *Degree-days* are defined as the total number of 24-hour periods multiplied by the weighted average daily air temperature at the surface of the concrete (e.g., 5 days at an average of 70°F = 350 degree-days).
   b. To calculate the weighted average daily air temperature, sum hourly measurements of the air temperature in the shade at the surface of the concrete taking any measurement less than 50°F as 0°F. Divide the sum thus calculated by 24 to obtain the weighted average temperature for that day.

5. Salt, manure, or other chemicals shall not be used for protection.

6. The protection period for concrete being water cured shall not be terminated during cold weather until at least 24 hours after water curing has been terminated.

E. Hot Weather Concreting

1. *Hot weather* is defined as any combination of high air temperatures, low relative humidity, and wind velocity which produces a rate of evaporation estimated in accordance with ACI 305R, approaching or exceeding 0.2 lb/sq ft/hr).

2. Concrete placed during hot weather shall be batched, delivered, placed, cured, and protected in compliance with the recommendations of ACI 305R and the additional requirements specified in this Section.

   a. Temperature of concrete being placed shall not exceed 90°F and every effort shall be made to maintain a uniform concrete mix temperature below this level. The temperature of the concrete shall be such that it will cause no difficulties from loss of slump, flash set, or cold joints.
   b. All necessary precautions shall be taken to deliver the concrete promptly, to place the concrete promptly upon its arrival at the job, and to provide vibration immediately after placement.
   c. The Engineer may direct the Contractor to immediately cover plastic concrete with sheet material.

3. The Contractor shall discuss with the Engineer a work plan describing the methods and procedures proposed to use for concrete placement and curing during hot weather. Hot weather concreting shall not begin until the work plan is acceptable to the Engineer.

3.11 STRIPPING AND FINISHING CONCRETE

A. Forms shall not be stripped before the concrete has attained a strength of at least 30% of the specified design strength, unless otherwise approved by the Engineer. This is equivalent to approximately "100 day-degrees" of moist curing.

B. Shores shall not be removed until the concrete has attained at least 70% of its specified design strength and also sufficient strength to support safely its own weight and construction live loads.

C. Care shall be exercised to prevent damaging edges or obliterating the lines of chamfers, rustications, or corners when removing the forms or doing any other adjacent work.

D. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete to the satisfaction of the Engineer.

E. As soon as forms have been stripped, remove form ties, if employed, and fill the recess to ensure complete watertightness. Chip out and repair any defects in the surface of the walls in a workmanlike manner. Defective concrete where it occurs shall be cut to a minimum depth of 1 inch, thoroughly roughened, and neat cement brushed in. The hole shall then be filled with mortar in the proportion of 1 part cement and 2-1/2 parts sand with a minimum of water. Mortar for filling form tie recesses shall be mixed to a slightly damp consistency (just short of "balling"), pressed into the recess until dense, and troweled smooth. Mortar in larger patches shall be applied and allowed to assume a partial set following which it shall be struck off flush with the adjoining surface. Patches shall be kept moist for several days to ensure proper curing.

F. Top surface of slabs shall be screeded to the established grades and shall be a true plane with a tolerance of 1/8 inch when checked with a 10-foot straightedge. The surface shall be finished to give a smooth, hard, even surface free from high or low spots or other defects. Failure to meet the condition shall be cause for removal, grinding, or other correction as directed by the Engineer

3.12 SCHEDULE

A. The following (Table 3) are the general applications for the various concrete

classes and design strengths:

B.

TABLE 3 CONCRETE SCHEDULE

Class	Design Strength (psi)	Description
A	2,500	Concrete fill and duct encasement.
B	3,000	Concrete overlay slabs and pavements.
C	4,000	Walls, slabs on grade, suspended slab and beam systems, columns, grade beams, and all other structural concrete.
D	5,000	Prestressed concrete.

3.13 MISCELLANEOUS WORK

A. Sleeve steel work required to be set in the concrete forms for attachment of structural and miscellaneous equipment shall be set or installed under this Division. The Contractor shall be fully responsible for the setting of such materials in the forms and shall correct all such materials not installed in a proper location or manner at his own expense.

END OF SECTION

SECTION 03360
CONCRETE FINISHES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and finish cast in place concrete surfaces as shown on the Drawings and as specified herein.

1.2 RELATED WORK

A. Section 03100, Concrete Formwork.
B. Section 03300, Cast-In-Place Concrete.
C. Section 03600, Grout.
D. Division 9, Painting and Coating.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Concrete sealer. Confirmation that the sealer is compatible with additionally applied coatings shall also be submitted.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM C33—Standard Specification for Concrete Aggregates.

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE

A. Finishes

1. For concrete which will receive additional applied finishes or materials, the surface finish specified is required for the proper application of the specified manufacturer's products. Where alternate products are approved for use, determine if changes in finishes are required and provide the proper finishes to receive these products.

2. Changes in finishes made to accommodate products different from those specified shall be performed at no additional cost to the Owner. Submit the proposed new finishes and their construction methods to the Engineer for approval.

B. Services of Manufacturer's Representative

1. Make available at no extra cost to the Owner, upon 72 hours notification, the services of a qualified field representative of the manufacturer of curing compound, sealer or hardener to instruct the user on the proper application of the product under prevailing job conditions.

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

PART 2 PRODUCTS

2.1 MATERIALS

A. Chemical hardener shall be Lapidolith by Sonneborn; Hornolith by A.C. Horn; Penalith by W.R. Meadows or equal fluosilicate base material.

B. Concrete sealer shall be "Kure N Seal," by Sonneborn, Minneapolis, MN or equal.

PART 3 EXECUTION

3.1 FORMED SURFACES

A. Forms shall not be removed before the requirements of Section 03300, Cast-in-Place Concrete, have been satisfied.

B. Exercise care to prevent damaging edges or obliterating the lines of chamfers, rustications or corners when removing the forms or performing any other work adjacent thereto.

C. Clean all exposed concrete surfaces and adjoining work stained by leakage of concrete.

D. Rough Form Finish

1. Immediately after stripping forms and before concrete has changed color, carefully remove all fins and projections.

2. Promptly fill holes left by tie cones and defects as specified in Section 03300, Cast-in-Place Concrete.

E. Rubbed Finish

1. Immediately upon stripping forms and before concrete has changed color, carefully remove all fins. While the wall is still damp apply a thin coat of medium consistency neat cement slurry by means of bristle brushes to provide a bonding coat within all pits, air holes or blemishes in the parent concrete. Avoid coating large areas with the slurry at one time.

2. Before the slurry has dried or changed color, apply a dry (almost crumbly) grout proportioned by volume and consisting of 1 part cement to 1 1/2 parts of clean masonry sand having a fineness modulus of approximately 2.3 and complying with the gradation requirements of ASTM C33 for such a material. Grout shall be uniformly applied by means of damp pads of coarse burlap approximately 6 in square used as a float. Scrub grout into the pits and air holes to provide a dense mortar in all imperfections.

3. Allow the mortar to partially harden for 1 or 2 hours depending upon the weather. If the air is hot and dry, keep the wall damp during this period using a fine, fog spray. When the grout has hardened sufficiently so it can be scraped from the surface with the edge of a steel trowel without damaging the grout in the small pits or holes, cut off all that can be

removed with a trowel. (Note: Grout allowed to remain on the wall too long will harden and will be difficult to remove.)

4. Allow the surface to dry thoroughly and rub it vigorously with clean dry burlap to completely remove any dried grout. No visible film of grout shall remain after this rubbing. The entire cleaning operation for any area must be completed the day it is started. Do not leave grout on surfaces overnight. Allow sufficient time for grout to dry after it has been cutoff with the trowel so it can be wiped off clean with the burlap.

5. On the day following the repair of pits, air holes and blemishes, the walls shall again be wiped off clean with dry, used pieces of burlap containing old hardened mortar which will act as a mild abrasive. After this treatment, there shall be no built up film remaining on the parent surface. If, however, such a film is present, a fine abrasive stone shall be used to remove all such material without breaking through the surface film of the original concrete. Such scrubbing shall be light and sufficient only to remove excess material without changing the texture of the concrete.

6. A thorough wash down with stiff bristle brushes shall follow the final bagging or stoning operation. No extraneous materials shall remain on the surface of the wall. The wall shall be sprayed with a fine fog spray periodically to maintain a continually damp condition for at least 3 days after the application of the repair grout.

F. Abrasive Blast Finish

1. Coordinate with Rubbed Finish application. Do not begin until Rubbed Finish operation is complete or before concrete has reached minimum 7-day strength. The Rubbed Finish application may be deleted by the Engineer if the unfinished concrete surface is of superior quality. Apply the abrasive blast finish only where indicated on Drawings.

2. Prepare a sample area of minimum 4 feet high by 16 feet wide. Blast Finish as directed by Engineer on a portion of new wall construction which will not be exposed in the final work. Sample area shall contain a variety of finishes obtained with different nozzles, nozzle pressures, grit materials and blasting techniques for selection by Engineer. Final accepted sample shall remain exposed until completion of all Blast Finish operations.

3. Blast finish operation shall meet all regulatory agency requirements. Blast Finish contractor shall be responsible for obtaining all required permits and/or licenses.

4. Perform abrasive blast finishing in as continuous an operation as possible, utilizing the same work crew to maintain continuity of finish on each surface or area of work. Maintain patterns or variances in depths of blast as present on the accepted sample.

5. Use an abrasive grit of proper type and gradation as well as equipment and technique to expose aggregate and surrounding matrix surfaces as follows:

    a. Medium: Generally expose coarse aggregate 1/4 to 3/8 inch reveal.

6. Abrasive blast corners and edge of patterns carefully, using back up boards, to maintain uniform corner or edge line. Determine type of nozzle, nozzle pressure and blasting techniques required to match Architect's samples.

7. Upon completion of the Blast Finish operation, thoroughly flush finished surfaces with clean clear water to remove residual dust and grit. Allow to air dry until curing of concrete is complete.

8. After the concrete has cured for a minimum of 28 days, apply a clear acrylic sealer as directed by manufacturer.

3.2 FLOORS AND SLABS

A. Floated Finish

1. Machine Floating

    a. Screed floors and slabs with straightedges to the established grades shown on the Drawings. Immediately after final screeding, a dry cement/sand shake in the proportion of two sacks of Portland cement to 350 lbs of coarse natural concrete sand shall be sprinkled evenly over the surface at the rate of approximately 500 lbs /1,000 sq ft of floor. Do not sprinkle neat, dry cement on the surface.

    b. The application of the cement/sand shake may be eliminated at the discretion of the Engineer if the base slab concrete exhibits adequate fattiness and homogeneity and the need is not indicated. When the concrete has hardened sufficiently to support the weight of a power float without its digging into or disrupting the level surface, thoroughly float the shake into the surface with a heavy revolving disc type power compacting machine capable of

providing a 200 lb compaction force distributed over a 24-inch-diameter disc.

c. Start floating along walls and around columns and then move systematically across the surface leaving a matte finish.

d. The compacting machine shall be the "Kelly Power Float with Compaction Control" as manufactured by Kelley Industries of SSP Construction Equipment Inc., Pomona, CA or equal. Troweling machines equipped with float (shoe) blades that are slipped over the trowel blades may be used for floating. Floating with a troweling machine equipped with normal trowel blades will not be permitted. The use of any floating or troweling machine which has a water attachment for wetting the concrete surface during finishing will not be permitted.

2. Hand Floating

a. In lieu of power floating, small areas may be compacted by hand floating. The dry cement/sand shake previously specified shall be used unless specifically eliminated by the Engineer. Screed the floors and slabs with straightedges to the established grades shown on the Drawings. While the concrete is still green, but sufficiently hardened to support a finisher and kneeboards with no more than 1/4-inch indentation, wood float to a true, even plane with no coarse aggregate visible. Use sufficient pressure on the wood floats to bring moisture to the surface.

3. Finishing Tolerances

a. Level floors and slabs to a tolerance of plus or minus 1/8 inch when checked with a 10-foot straightedge placed anywhere on the slab in any direction. Where drains occur, pitch floors to drains such that there are no low spots left undrained. Failure to meet either of the above requirements shall be cause for removal, grinding, or other correction as directed by the Engineer.

B. Broom Finish

1. Screed slabs with straightedges to the established grades indicated on the Drawings. When the concrete has stiffened sufficiently to maintain small surface indentations, draw a stiff bristle broom lightly across the surface in the direction of drainage, or, in the case of walks and stairs, perpendicular to the direction of traffic to provide a non slip surface.

C. Steel Trowel Finish

1. Finish concrete as specified in Article 3.04. Then, hand steel trowel to a perfectly smooth hard even finish free from high or low spots or other defects.

D. Concrete Sealer

1. Prepare and seal surfaces indicated on the room finish schedule to receive a sealer as follows:

a. Finish concrete as specified in the preceding paragraphs and in accordance with the Schedule in Article 3.05 below.

b. Newly Placed Concrete: Surface must be sound and properly finished. Surface is application ready when it is damp but not wet and can no longer be marred by walking workmen.

c. Newly Cured Bare Concrete: Level any spots gouged out by trades. Remove all dirt, dust, droppage, oil, grease, asphalt and foreign matter. Cleanse with caustics and detergents as required. Rinse thoroughly and allow to dry so that surface is no more than damp, and not wet.

d. Aged Concrete: Restore surface soundness by patching, grouting, filling cracks and holes, etc. Surface must also be free of any dust, dirt and other foreign matter. Use power tools and/or strippers to remove any incompatible sealers or coatings. Cleanse as required, following the procedure indicated under cured concrete.

e. Methods: Apply sealer so as to form a continuous, uniform film by spray, soft bristle pushbroom, long nap roller or lambswool applicator. Ordinary garden type sprayers, using neoprene hose, are recommended for best results.

f. Applications: For curing only, apply first coat evenly and uniformly as soon as possible after final finishing at the rate of 200 to 400 sq ft per gallon. Apply second coat when all trades are completed and structure is ready for occupancy at the rate of 400 to 600 sq ft per gallon.

g. To meet guarantee and to seal and dustproof, two coats are required. For sealing new concrete, both coats shall be applied full

strength. On aged concrete, when renovating, dustproofing and sealing, the first coat should be thinned 10 to 15 percent with reducer per manufacturer's directions.

3.3 CONCRETE RECEIVING CHEMICAL HARDENER

A. After 28 days, minimum, concrete cure, apply chemical hardener in three applications to a minimum total coverage of the undiluted chemical of 100 sq ft per gallon and in accordance with manufacturer's recommendations as reviewed.

3.4 APPROVAL OF FINISHES

A. All concrete surfaces, when finished, will be inspected by the Engineer.

B. Surfaces which, in the opinion of the Engineer, are unsatisfactory shall be refinished or reworked.

C. After finishing horizontal surfaces, regardless of the finishing procedure specified, the concrete shall be cured in compliance with Section 03300, Cast-in-Place Concrete, unless otherwise directed by the Engineer.

3.5 SCHEDULE OF FINISHES

A. Concrete shall be finished as specified either to remain as natural concrete to receive an additional applied finish or material under another section.

B. Concrete for the following conditions shall be finished as noted on the Drawings and as further specified herein:

1. Concrete to Receive Dampproofing: Rough form finish. See Paragraph 3.01D above.

2. Concrete Not Exposed to View and Not Scheduled to Receive an Additional Applied Finish or Material: Rough form finish. See Paragraph 3.01D above.

3. Exterior Vertical Concrete Above Grade Exposed to View: Rubbed finish. See Paragraph 3.01E above.

4. Interior Vertical Concrete Exposed to View Except in Water Containment Areas: Rubbed finish. See Paragraph 3.01E above.

5. Vertical Concrete in Water Containment Areas. Rubbed finish on exposed surfaces and extending to two feet below normal operating water level:

Rough form finish on remainder of submerged areas. See Paragraphs 3.01D and 3.01E above.

6. Interior and Exterior Underside of Concrete Exposed to View: Rubbed finish. See Paragraph 3.01E above.

7. Exterior surfaces exposed to view and indicated to have an abrasive blast finish. See Paragraph 3.01F above.

8. Interior or Exterior Horizontal Concrete not Requiring Floor Hardener or Sealer: Floated finish. See Paragraph 3.02A above.

9. Concrete for Exterior Walks, Interior and Exterior Stairs: Broomed finish perpendicular to direction of traffic. See Paragraph 3.02B above.

10. Concrete Slabs On Which Process Liquids Flow or In Contact with Sludge: Steel trowel finish. See Paragraph 3.02C above.

11. Concrete to Receive Hardener: See Paragraph 3.02D above.

12. Concrete tank bottoms to be covered with grout: See Section 03600, Grout.

END OF SECTION

SECTION 03400
PRECAST CONCRETE CONSTRUCTION

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, and equipment required to install precast concrete structures including precast concrete manholes, wet wells, valve vaults (at Contractor's option), and accessories complete as shown on the Drawings and as specified herein.

B. The concrete mix designs, formwork, pouring sequence, and all other aspects of the work shall be as required by these specifications.

1.2 RELATED WORK

A. The General and Supplementary Conditions of these specifications are a part of this Section as if incorporated herein.

B. Other related specification sections contained herein are listed below.

1. Section 01330, Submittals and Acceptance.
2. Section 02300, Earthwork for Structures.
3. Section 02305, Earthwork for Utilities.
4. Section 03300, Cast-In-Place Concrete.
5. Section 03360, Concrete Finishes.
6. Section 03410, CON/SPAN Bridge Systems.
7. Section 09900, Painting and Coating.

1.3 SUBMITTALS

Submittals shall be in accordance with Section 01330, Submittals and Acceptance, of these Specifications and shall be in sufficient detail to show full compliance with these specifications.

A. Submit all manufacturer's data on materials and accessories and written installation directions in accordance with the General Requirements. Submittals shall include reinforcing steel manufacturer's coupon test results, joint, and grouting materials.

B. Submit shop drawings for precast structures indicating dimensions, connection and joint details, and other pertinent data. Submittals shall include, as a minimum, the following items:

1. Structural calculations, signed and sealed by a professional engineer licensed in the state of Florida (not required for precast valve vaults if vault construction is to be as shown on the drawings).

2. Certified prints showing complete dimensions of all components.

3. Reinforcing, connection, and joint details.

4. Location and elevation of all penetrations.

5. Applicable lifting and installation details or instructions.

C. Precast structures for which submittals have not been approved shall not be installed. The Contractor shall notify the Engineer, in writing, a minimum of 48 hours prior to the time approval is required.

D. Submit concrete mix design as specified in Section 03300, Cast-In-Place Concrete.

E. Prior to the delivery of any section of precast structure, the manufacturer shall submit certification of test results indicating that the material meets or exceeds the strength, permeability, and other requirements of this specification section.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

A. Reference standards and recommended practices referred to herein shall be the latest revision of any such document.

B. Standards referenced herein are listed below:

1. ASTM A615—Deformed and Plain Billet-Steel for Concrete Reinforcement.
2. ASTM C14—Concrete Sewer, Storm Drain, and Culvert Pipe.
3. ASTM C478—Precast Reinforced Concrete Manholes.
4. ASTM C506—Reinforced Concrete Arch Storm Drain and Culvert Pipe.
5. ASTM C877—External Sealing Bands for Non-Circular Concrete Culvert Pipe.
6. FS SS-S-00210—Sealing Compound, Preformed Plastic for Expansion.
7. ACI 318—Building Code Requirements for Reinforced Concrete.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING (NOT USED)

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

PART 2 PRODUCTS

2.1 CONCRETE

A. Concrete and aggregate shall conform to the requirements of Section 03300, Cast-in-Place Concrete, unless otherwise specified herein. Portland cement shall be ASTM C150, Type II. Compressive strength shall be not less than 5,000 psi at 28 days. Maximum size of aggregate shall be 3/4 inch. Slump shall be between 2 and 4 inches, or as otherwise approved.

2.2 REINFORCING STEEL

A. Reinforcement shall conform to ASTM A615, Grade 60, deformed bars.

B. Welded steel wire fabric shall be in flat sheets, coiled rolls, uncoated finish. Welded deformed wire fabric shall conform to ASTM A497. Welded plain-type, smooth-wire fabric shall conform to ANSI/ASTM A185.

2.3 PRECAST WET WELLS

A. Precast wet well sections shall be sized as shown on the drawings and shall conform to the requirements of ACI 318 and ASTM C478. Precast structures shall meet permeability requirements of ASTM C14. Minimum wall thickness shall be 8 inches. Top and bottom of all sections shall be parallel (straight sections). Sections shall be cured as specified in Section 03400, Precast Concrete Construction, and shall not be shipped until at least 10 days after casting. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the outside of each precast section. All pipe openings and access accessories shall be cast in at the precast plant. The wet well shall be designed for the applicable backfill, surcharge, and dead loads. Minimum live load shall be an equivalent lateral fluid pressure of 100 psf per foot of depth. Minimum surcharge live load shall be as stipulated by H20 highway loading.

B. The wet well base and lid sections shall have the slab integral with sidewalls with slab reinforcing tied to wall steel. Wet well foundation and lid shall be as detailed on the drawings. Precast lid and base sections shall meet all requirements of this specification section.

2.4 PRECAST VALVE VAULTS

A. Valve vaults may be precast units at the Contractor's option. Precast vaults shall be sized as shown on the drawings and shall conform to the requirements of ACI 318. The vaults shall also meet the permeability requirements specified by ASTM C 14. The units shall be cured as specified in Section 03300, Cast-in-Place Concrete, and shall not be shipped until at least 10 days after casting. The date of manufacture and the name or trademark of the manufacturer shall be clearly marked on the outside of each precast section. All pipe openings and access accessories shall be cast in at the precast plant. The vaults shall be reinforced as indicated on the drawings. Alternatively, the vaults may be redesigned using the applicable backfill, surcharge, and dead loads. Minimum live load shall be an equivalent lateral fluid pressure of 100 psf per foot of depth. Minimum surcharge live load shall be as stipulated by H20 highway loading.

B. The vault base and lid shall be integral with the sidewalls with slab reinforcing tied to wall steel.

2.5 JOINT MATERIAL

A. Joints between precast sections shall be fully watertight and shall be constructed utilizing performed plastic gaskets. Gaskets shall be Kent-Seal No. 2 manufactured by Hamilton Kent Manufacturing Company, Kent, Ohio; Ram-Nek manufactured by K.T. Snyder Company, Inc., Houston, Texas; or equal, meeting all requirements of Federal Specification SS-S-00210. All materials shall be resistant to chemical corrosion by leachate and shall be compatible with wet well coating.

2.6 ACCESS DOORS

A. Access doors shall be furnished by the pump supplier and all embedded items shall be shipped to the precast manufacturer to be cast into the structures. All coordination shall be the Contractor's responsibility.

2.7 REINFORCED CONCRETE ARCH CULVERT PIPE

A. Pipe shall conform to ASTM C506. Joints are to be of the “External Sealing Band” type as specified in ASTM C877. Minimum pipe thickness to be the equivalent of C-76, Class III, Wall B.

PART 3 EXECUTION

3.1 EARTHWORK

A. Excavation, backfill, and subgrade preparation shall be as specified in Section 02300, Earthwork for Structures.

3.2 REINFORCEMENT

A. Fabrication and placement of reinforcing steel shall conform to the requirements of ACI 318.

B. Heating of bars will not be permitted. Welding shall not be permitted.

C. Reinforcing bars shall be accurately located in the forms, and firmly held in place before and during the placing of concrete by means of steel wire bar supports only. Bar supports shall be sufficient in number and in strength to keep the reinforcement at the proper location and to prevent displacement during the course of construction.

D. Maintain a 3-inch concrete cover around reinforcing as designated on the drawings, or as required by ACI 318, including at penetrations.

E. Before placing concrete, the Contractor shall ensure that reinforcing is clean, free of loose scale, dirt, or other foreign coatings.

3.3 PRECAST STRUCTURE INSTALLATION

A. The Contractor shall provide labor, as required, to install precast structures and to install joint sealant material. Contractor shall coordinate with the precast manufacturer and the Engineer for construction sequence scheduling.

B. Precast section ends shall be clean of foreign materials and carefully inspected for chips or cracks. Any sections with damaged joint tongue shall not be used. Preformed plastic gaskets and joint sealant shall be installed in strict conformance with the manufacturer's recommendations. Only pipe primer furnished by the gasket manufacturer will be approved.

C. Invert elevations shall be in strict conformance with the drawings. All sharp edges of rough sections that obstruct flow shall be removed.

D. Access door framing shall be cast in top slabs in methods approved by the Engineer and shall be flush and level with the top of concrete.

E. Bedding and backfill of precast structures and culverts shall be as specified in Sections 02300, Earthwork for Structures, and 02305, Earthwork for Utilities, respectively.

3.4 HYDROSTATIC TESTING

A. All project structures shall be hydrostatically tested. The test shall consist of plugging all inlets and outlets and filling the structure with water to a height determined by the Engineer. Testing shall be performed after installation and before backfill or coating and shall be performed in the presence of the Engineer. Any amount of leakage will not be acceptable. Structures may be filled 24 hours prior to time of testing, if desired, and approved by the precast manufacturer. Structures that do not meet the leakage test, or are unsatisfactory from visual inspection, or do not conform to the requirements herein shall be repaired by the Contractor in an approved manner and shall be retested.

3.5 COATINGS

A. Structures shall be coated in accordance with Section 09900, Painting and Coating, of these Specifications.

END OF SECTION

SECTION 03600
GROUT

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install grout complete as shown on the Drawings and as specified herein.

1.2 RELATED WORK

A. Section 03100, Concrete Formwork.
B. Section 03200, Concrete Reinforcement.
C. Section 03250, Concrete Joints and Joint Accessories.
D. Section 03300, Cast-In-Place Concrete.

1.3 SUBMITTALS

A. The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

1. Commercially manufactured nonshrink cementitous grout. The submittal shall include catalog cuts, technical data, storage requirements, product life, working time after mixing, temperature considerations, conformity to required ASTM standards and Material Safety Data Sheet.

2. Commercially manufactured nonshrink epoxy grout. The submittal shall include catalog cuts, technical data, storage requirements, product life, working time after mixing, temperature considerations, conformity to required ASTM standards and Material Safety Data Sheet.

3. Cement grout. The submittal shall include the type and brand of the cement, the gradation of the fine aggregate, product data on any proposed admixtures and the proposed mix of the grout.

4. Concrete grout. The submittal shall include data as required for concrete as delineated in Section 03300, Cast-in-Place Concrete, and for fiber reinforcement as delineated in Section 03200, Concrete Reinforcement. This includes the mix design, constituent quantities per cubic yard and the water/cement ratio.

B. Laboratory Test Reports

1. Submit laboratory test data as required under Section 03300, Cast-in-Place Concrete, for concrete to be used as concrete grout.

C. Certifications

1. Certify that commercially manufactured grout products and concrete grout admixtures are suitable for use in contact with potable water after 30 days curing.

D. Qualifications

1. Grout manufacturers shall submit documentation that they have at least 10 years experience in the production and use of the proposed grouts which they will supply.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society for Testing and Materials (ASTM)

1. ASTM C531—Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical Resistant Mortars, Grouts and Monolithic Surfacings and Polymer Concretes
2. ASTM C579—Standard Test Method for Compressive Strength of Chemical Resistant Mortars, Grouts and Monolithic Surfacings and Polymer Concretes
3. ASTM C827—Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures
4. ASTM C1107—Standard Specification for Packaged Dry, Hydraulic Cement Grout (Nonshrink)

B. U.S. Army Corps of Engineers Standard (CRD)

1. CRD C-621—Corps of Engineers Specification for Nonshrink Grout

C. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.6 QUALITY ASSURANCE

A. Pre-installation Conference

1. Well in advance of grouting, hold a pre installation meeting to review the requirements for surface preparation, mixing, placing, and curing procedures for each product proposed for use. Parties concerned with grouting shall be notified of the meeting at least 10 days prior to its scheduled date.

B. Services of Manufacturer's Representative

1. A qualified field technician of the nonshrink grout manufacturer, specifically trained in the installation of the products, shall attend the pre installation conference and shall be present for the initial installation of each type of nonshrink grout. Additional services shall also be provided, as required, to correct installation problems.

C. Field Testing

1. All field testing and inspection services required shall be provided by the Owner. The Contractor shall assist in the sampling of materials and shall provide any ladders, platforms, etc, for access to the work. The methods of testing shall comply in detail with the applicable ASTM Standards.

2. The field testing of Concrete Grout shall be as specified for concrete in Section 03300, Cast-in-Place Concrete.

1.7 WARRANTIES (NOT USED)

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storage and protection of the items specified in this Section.

B. Deliver materials to the jobsite in original, unopened packages, clearly labeled with the manufacturer's name, product identification, batch numbers and printed instructions.

C. Store materials in full compliance with the manufacturer's recommendations. Total storage time from date of manufacture to date of installation shall be limited to 6 months or the manufacturer's recommended storage time, whichever is less.

D. Material which becomes damp or otherwise unacceptable shall be immediately removed from the site and replaced with acceptable material at no additional expense to the Owner.

E. Nonshrink cement based grouts shall be delivered as preblended, prepackaged mixes requiring only the addition of water.

F. Nonshrink epoxy grouts shall be delivered as premeasured, prepackaged, three component systems requiring only blending as directed by the manufacturer.

1.9 QUALIFICATIONS

A. Grout manufacturer shall have a minimum of 10 years experience in the production and use of the type of grout proposed for the work.

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 WEATHER CONSTRAINTS (NOT USED)

1.12 DEFINITIONS

A. Nonshrink Grout: A commercially manufactured product that does not shrink in either the plastic or hardened state, is dimensionally stable in the hardened state and bonds to a clean base plate.

PART 2 PRODUCTS

2.1 GENERAL

A. The use of a manufacturer's name and product or catalog number is for the purpose of establishing the standard of quality desired.

B. Like materials shall be the products of one manufacturer or supplier in order to provide standardization of appearance.

2.2 MATERIALS

A. Nonshrink Cementitious Grout

1. Nonshrink cementitious grouts shall meet or exceed the requirements of ASTM C1107, Grades B or C and CRD C-621. Grouts shall be Portland cement based, contain a pre proportioned blend of selected aggregates and shrinkage compensating agents and shall require only the addition of water. Nonshrink cementitious grouts shall not contain expansive cement or metallic particles. The grouts shall exhibit no shrinkage when tested in conformity with ASTM C827.

   a. General purpose nonshrink cementitious grout shall conform to the standards stated above and shall be SikaGrout 212 by Sika Corp.; Set Grout by Master Builders, Inc.; Gilco Construction Grout by Gifford Hill & Co.; Euco NS by The Euclid Chemical Co.; NBEC Grout by U. S. Grout Corp. or equal.

   b. Flowable (Precision) nonshrink cementitious grout shall conform to the standards stated above and shall be Masterflow 928 by Master Builders, Inc.; Hi Flow Grout by the Euclid Chemical Co.; SikaGrout 212 by Sika Corp.; Supreme Grout by Gifford Hill & Co.; Five Star Grout by U. S. Grout Corp. or equal.

B. Nonshrink Epoxy Grout

1. Nonshrink epoxy based grout shall be a pre proportioned, three component, 100 percent solids system consisting of epoxy resin, hardener, and blended aggregate. It shall have a compressive strength of 14,000 psi in 7 days when tested in conformity with ASTM D695 and have a maximum thermal expansion of 30 x 10 6 when tested in conformity with ASTM C531. The grout shall be Ceilcote 648 CP by Master Builders Inc.; Five Star Epoxy Grout by U.S. Grout Corp.; Sikadur 42 Grout Pak by Sika Corp.; High Strength Epoxy Grout by the Euclid Chemical Co. or equal.

C. Cement Grout

1. Cement grouts shall be a mixture of one part Portland cement conforming to ASTM C150, Types I, II, or III and 1 to 2 parts sand conforming to ASTM C33 with sufficient water to place the grout. The water content shall be sufficient to impart workability to the grout but not to the degree that it will allow the grout to flow.

D. Concrete Grout

1. Concrete grout shall conform to the requirements of Section 03300, Cast-in-Place Concrete, except as specified herein. It shall be proportioned with cement, coarse and fine aggregates, water, water reducer and air entraining agent to produce a mix having an average strength of 2,900 psi at 28 days, or 2,500 psi nominal strength. Coarse aggregate size shall be 3/8 inch maximum. Slump should not exceed 5 inches and should be as low as practical yet still retain sufficient workability.

2. Synthetic reinforcing fibers as specified in Section 03200, Concrete Reinforcement, shall be added to the concrete grout mix at the rate of 1.5 lbs of fibers per cubic yard of grout. Fibers shall be added from the manufacturer's premeasured bags and according to the manufacturer's recommendations in a manner which will ensure complete dispersion of the fiber bundles as single monofilaments within the concrete grout.

E. Water

1. Potable water, free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

PART 3 EXECUTION

3.1 PREPARATION

A. Grout shall be placed over cured concrete which has attained its full design strength unless otherwise approved by the Engineer.

B. Concrete surfaces to receive grout shall be clean and sound; free of ice, frost, dirt, grease, oil, curing compounds, laitance and paints and free of all loose material or foreign matter which may affect the bond or performance of the grout.

C. Roughen concrete surfaces by chipping, sandblasting, or other mechanical means to ensure bond of the grout to the concrete. Remove loose or broken concrete. Irregular voids or projecting coarse aggregate need not be removed if they are sound, free of laitance and firmly embedded into the parent concrete.

1. Air compressors used to clean surfaces in contact with grout shall be the oilless type or equipped with an oil trap in the air line to prevent oil from being blown onto the surface.

D. Remove all loose rust, oil or other deleterious substances from metal embedments or bottom of baseplates prior to the installation of the grout.

E. Concrete surfaces shall be washed clean and then kept moist for at least 24 hours prior to the placement of cementitious or cement grout. Saturation may be achieved by covering the concrete with saturated burlap bags, use of a soaker hose, flooding the surface, or other method acceptable to the Engineer. Upon completion of the 24 hour period, visible water shall be removed from the surface prior to grouting. The use of an adhesive bonding agent in lieu of surface saturation shall only be used when approved by the Engineer for each specific location of grout installation.

F. Epoxy based grouts do not require the saturation of the concrete substrate. Surfaces in contact with epoxy grout shall be completely dry before grouting.

G. Construct grout forms or other leakproof containment as required. Forms shall be lined or coated with release agents recommended by the grout manufacturer. Forms shall be of adequate strength, securely anchored in place and shored to resist the forces imposed by the grout and its placement.

1. Forms for epoxy grout shall be designed to allow the formation of a hydraulic head and shall have chamfer strips built into forms.

H. Level and align the structural or equipment bearing plates in accordance with the structural requirements and the recommendations of the equipment manufacturer.

I. Equipment shall be supported during alignment and installation of grout by shims, wedges, blocks or other approved means. The shims, wedges, and blocking devices shall be prevented from bonding to the grout by appropriate bond breaking coatings and removed after grouting unless otherwise approved by the Engineer.

3.2 INSTALLATION - GENERAL

A. Mix, apply, and cure products in strict compliance with the manufacturer's recommendations and this Section.

B. Have sufficient manpower and equipment available for rapid and continuous mixing and placing. Keep all necessary tools and materials ready and close at hand.

C. Maintain temperatures of the foundation plate, supporting concrete, and grout between 40 and 90ºF during grouting and for at least 24 hours thereafter or as recommended by the grout manufacturer, whichever is longer. Take precautions

to minimize differential heating or cooling of baseplates and grout during the curing period.

D. Take special precautions for hot weather or cold weather grouting as recommended by the manufacturer when ambient temperatures and/or the temperature of the materials in contact with the grout are outside of the 60 and 90 degrees F range.

E. Install grout in a manner which will preserve the isolation between the elements on either side of the joint where grout is placed in the vicinity of an expansion or contraction joint.

F. Reflect all existing underlying expansion, contraction, and construction joints through the grout.

3.3 INSTALLATION - CEMENT GROUTS AND NONSHRINK CEMENTITIOUS GROUTS

A. Mix in accordance with manufacturer's recommendations. Do not add cement, sand, pea gravel, or admixtures without prior approval by the Engineer.

B. Avoid mixing by hand. Mixing in a mortar mixer (with moving blades) is recommended. Pre wet the mixer and empty excess water. Add premeasured amount of water for mixing, followed by the grout. Begin with the minimum amount of water recommended by the manufacturer and then add the minimum additional water required to obtain workability. Do not exceed the manufacturer's maximum recommended water content.

C. Placements greater than 3 in deep shall include the addition of clean, washed pea gravel to the grout mix when approved by the manufacturer. Comply with the manufacturer's recommendations for the size and amount of aggregate to be added.

D. Place grout into the designated areas in a manner which will avoid segregation or entrapment of air. Do not vibrate grout to release air or to consolidate the material. Placement should proceed in a manner which will ensure the filling of all spaces and provide full contact between the grout and adjoining surfaces. Provide grout holes as necessary.

E. Place grout rapidly and continuously to avoid cold joints. Do not place cement grouts in layers. Do not add additional water to the mix (retemper) after initial stiffening.

F. Just before the grout reaches its final set, cut back the grout to the substrate at a 45-degree angle from the lower edge of bearing plate unless otherwise approved by the Engineer. Finish this surface with a wood float (brush) finish.

G. Begin curing immediately after form removal, cutback, and finishing. Keep grout moist and within its recommended placement temperature range for at least 24 hours after placement or longer if recommended by the manufacturer. Saturate the grout surface by use of wet burlap, soaker hoses, ponding or other approved means. Provide sunshades as necessary. If drying winds inhibit the ability of a given curing method to keep grout moist, erect wind breaks until wind is no longer a problem or curing is finished.

3.4 INSTALLATION - NONSHRINK EPOXY GROUTS

A. Mix in accordance with the procedures recommended by the manufacturer. Do not vary the ratio of components or add solvent to change the consistency of the grout mix. Do not overmix. Mix full batches only to maintain proper proportions of resin, hardener, and aggregate.

B. Monitor ambient weather conditions and contact the grout manufacturer for special placement procedures to be used for temperatures below 60 or above 90 degrees F.

C. Place grout into the designated areas in a manner which will avoid trapping air. Placement methods shall ensure the filling of all spaces and provide full contact between the grout and adjoining surfaces. Provide grout holes as necessary.

D. Minimize "shoulder" length (extension of grout horizontally beyond base plate). In no case shall the shoulder length of the grout be greater than the grout thickness.

E. Finish grout by puddling to cover all aggregate and provide a smooth finish. Break bubbles and smooth the top surface of the grout in conformity with the manufacturer's recommendations.

F. Epoxy grouts are self curing and do not require the application of water. Maintain the formed grout within its recommended placement temperature range for at least 24 hours after placing, or longer if recommended by the manufacturer.

3.5 INSTALLATION - CONCRETE GROUT

A. Screed underlying concrete to the grade shown on the Drawings. Provide the surface with a broomed finish, aligned to drain. Protect and keep the surface clean until placement of concrete grout.

B. Remove the debris and clean the surface by sweeping and vacuuming of all dirt and other foreign materials. Wash the tank slab using a strong jet of water. Flushing of debris into tank drain lines will not be permitted.

C. Saturate the concrete surface for at least 24 hours prior to placement of the concrete grout. Saturation may be maintained by ponding, by the use or soaker hoses, or by other methods acceptable to the Engineer. Remove excess water just prior to placement of the concrete grout. Place a cement slurry immediately ahead of the concrete grout so that the slurry is moist when the grout is placed. Work the slurry over the surface with a broom until it is coated with approximately 1/16 to 1/8 inch thick cement paste.

D. Place concrete grout to final grade using the scraper mechanism as a guide for surface elevation and to ensure high and low spots are eliminated. Unless specifically approved by the equipment manufacturer, mechanical scraper mechanisms shall not be used as a finishing machine or screed.

E. Provide grout contraction joints as indicated on the Drawings.

F. Finish and cure the concrete grout as specified for cast in place concrete.

3.6 SCHEDULE

A. The following list indicates where the particular types of grout are to be used:

1. General purpose nonshrink cementitious grout: Use at all locations where non shrink grout is called for on the plans except for base plates greater in area than 3 feet wide by 3 feet long and except for the setting of anchor rods, anchor bolts or reinforcing steel in concrete.

2. Flowable nonshrink cementitious grout: Use under all base plates greater in area than 3 feet by 3 feet. Use at all locations indicated to receive flowable nonshrink grout by the Drawings. The Contractor, at his/her option and convenience, may also substitute flowable nonshrink grout for general purpose nonshrink cementitious grout.

3. Nonshrink epoxy grout: Use for the setting of anchor rods, anchor bolts and reinforcing steel in concrete and for all locations specifically indicated to receive epoxy grout.

4. Cement grout: Cement grout may be used for grouting of incidental base plates for structural and miscellaneous steel such as post base plates for platforms, base plates for beams, etc. It shall not be used when nonshrink

grout is specifically called for on the Drawings or for grouting of primary structural steel members such as columns and girders.

5. Concrete grout: Use for overlaying the base concrete under scraper mechanisms of clarifiers to allow more control in placing the surface grade.

END OF SECTION

DIVISION 15

MECHANICAL

SECTION 15055
PIPING SYSTEMS

PART 1 GENERAL

1.1 SCOPE OF WORK

This Specification describes responsibilities and requirements for Piping Systems including the following:

A. Labor, materials, tools, equipment, and services to be furnished in accordance with the provisions of the Contract Documents. The materials to be used for the piping systems shown in the Drawings are listed by service in the Piping Schedule, included in the Contract Drawings.
B. Coordination of work with other trades.
C. Furnishing and installing all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation, although such work is not specifically indicated.
D. Furnishing Record Drawings and documents for piping systems.

1.2 RELATED WORK

A. Section 01300, Contract Administration.
B. Section 01330, Submittals and Acceptance.
C. Section 01650, Delivery, Storage, and Handling.
D. Section 15110, Valves.
E. Section 15155, Ductile Iron Fittings.

1.3 SUBMITTALS

The Contractor shall submit the following in accordance with Section 01330, Submittals and Acceptance:

A. If the Contractor deviates from the piping layout as shown on the Contract Drawings, the Contractor shall submit scaled piping drawings showing locations and dimensions to and from fittings, valves, tanks, equipment, structures, and related appurtenances. Provide scaled drawings to a minimum scale of 1 inch equals 10 feet. Provide details to minimum scale of 1/8 inch equals 1 foot. Elevations shall correspond to reference vertical elevation datum shown or provided for this project.

B. Copies of any manufacturer's written directions regarding material handling, delivery, storage, and installation.

C. Record piping drawings shall meet the requirements of Section 01300, Contract Administration, and Section 01785, Record Documents. During the work, the Contractor shall maintain accurate, up-to-date Record Drawings of piping systems installed in the project, including pre-existing piping discovered, relocated, or at locations other than as originally shown on the Drawings. When the work is completed and accepted by the Owner and the Engineer, the Contractor shall submit Record Drawings in accordance with Section 01785, Record Documents. The Contractor shall identify complete location, elevations, and description of piping systems. Piping systems and fittings are to be identified from three points on structures and/or stationary appurtenances.

D. Submit copies of forms documenting required field pressure testing work and results.

E. Submit welding certificate copies.

F. Submit certified copies of mill test reports for bolts and nuts, including coatings if specified. Provide recertification by an independent domestic testing laboratory for materials originating outside of the United States.

G. Submit manufacturer's data sheet for gaskets supplied showing dimensions and bolting recommendations.

H. Support Systems:

A. Drawings of each piping system locating each support, guide, and anchor.
B. Identify support, guide, and anchor type by catalog number and shop/ contract drawing detail number

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American National Standards Institute (ANSI)

A. ANSI A21.11—Rubber Gasket Joints for Cast Iron and Ductile Pressure Pipe and Fittings.
B. ANSI B1.1—Unified Inch Screw Threads.

C. ANSI B2.1—Pipe Threads.
D. ANSI B16.21—Nonmetallic Gaskets for Pipe Flanges.
E. ANSI B18.2.1—Square and Hex Bolts and Screws, Including Askew Head Bolts, Hex Cap Screws, and Lag Screws.
F. ANSI B18.2.2—Square and Hex Nuts.
G. ANSI B31.3—Process Piping.

B. American Society of Mechanical Engineers (ASME)

A. ASME B31.1—Power Piping (Pressure Piping).
B. ASME Boiler and Pressure Vessel Code.

C. American Society for Testing and Materials (ASTM)

A. ASTM A183—Specification for Carbon Steel Track Bolts and Nuts.
B. ASTM A193—Standard Specification for Alloy-Steel; and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and other Special Purpose Applications.
C. ASTM A194—Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service.
D. ASTM A307—Specification for Carbon Steel Externally Threaded Standard Fasteners.
E. ASTM D1330—Standard Specification for Rubber Sheet Gaskets.
F. ASTM F467—Standard Specification for Nonferrous Nuts for General Use.

D. American Water Works Association (AWWA)

A. AWWA C207—Steel Pipe Flanges for Waterworks Service-Sizes 4 inch through 144 inch.

E. Manufacturers Standardization Society of the Valve and Fittings Industry (MSS)

A. MSS SP 58—Pipe Hangars and Supports – Material, Design, and Manufacture.

F. NSF International (NSF)

A. NSF 61—Drinking Water System Components – Health Effects.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED)

1.13 DEFINITIONS OF BURIED PIPING

A. Buried piping is piping buried in soil, beneath a structure and/or encased in concrete. Where an exterior pipe coating is specified to be factory- or field-applied, the Contractor shall provide the coating up to the penetration of a structure. Piping encased in concrete does not require an exterior coating other than what is factory furnished.

1.14 SYSTEM DESIGN REQUIREMENTS

A. General

A. The Specifications and Drawings are not all inclusive of explicit piping details; provide piping for intended use in compliance with laws and regulations, including ASME B31.1 Code (Power Piping).
B. Pressure ratings and materials specified represent minimum acceptable standards for piping systems.
C. Piping Systems: Suitable for the services specified and intended.
D. Piping shall be color coded in accordance with the Department of Environmental Protection requirements.

B. Adapters

A. No attempt has been made to show all adapters, spool pieces, reducers,

bushings, or other fittings required to accommodate the connection of pipes, fittings, and valves of various joint design and sizes throughout the project. The Contractor is completely responsible for providing, at his expense, all adapters, reducers, sleeves, spool pieces, and other fittings and appurtenances necessary for connection of pipe (for the same pipe material of or a transition of pipe materials), valves, fittings, and appurtenances throughout the project, which shall be constructed of appropriate materials, coated and lined to match the materials, coatings, and linings specified for the connected components. All adapters, reducers, sleeves, spool pieces, and other fittings shall be coated and lined in accordance with the specifications for each individual pipe system.

PART 2 PRODUCTS

2.1 PIPING SYSTEM GENERAL REQUIREMENTS SCHEDULE

A. Unless noted otherwise in the Drawings, piping system materials, fittings, and appurtenances are subject to requirements of the individual Specifications for the piping systems.

2.2 LUBRICANT FOR STAINLESS STEEL BOLTS AND NUTS

A. Anti-seize thread lubricant shall be applied to the thread portion of all stainless steel bolts (stainless steel tie rods, etc.) during assembly. Anti-seize lubricant shall be chloride free and shall be nongalling NSF approved. Anti-seize thread lubricant shall be Jet-Lube "Nikal," John Crane "Thred Gard Nickel," Never-Seez "Pure Nickel Special," or Permatex "Nickel Anti-Seize."

2.3 POTABLE WATER PIPING SYSTEMS

A. All potable water piping systems including pipe, valves, fittings, weld-solvents, linings, gaskets, lubricants, grout disinfection agents, etc. and surfaces in contact with potable water shall meet all local and State of Florida regulations and requirements including NSF 61. The Contractor shall coordinate the color of the potable water system piping color with the Owner's color standard and shall provide color as approved by the Owner.

2.4 LOCATOR WIRE AND DETECTABLE PIPELINE MARKING TAPE

A. All 2-inch and larger buried piping shall be laid with one insulated, 10-gauge minimum AWG, THWN strand insulated copper wires with steel core in the color blue taped with adhesive-backed tape or tied to the nonmetallic pipe at 10

feet on center for location purposes. Wire shall be laid along the length of the pipe from valve box to valve box. Acceptable tracer wire products are reinforced tracer wire, SoloShot™ EHS or Superflex™, all manufactured by Copperhead® Industries.

B. Twisting wires together is not acceptable; Snake Bite from Copperhead Industries, LLC connectors are approved.

C. The City requires that a color-coded detectable locating tape, with a minimum thickness of 5 mils and a width of 3 inches, be installed a minimum of 18 inches above the new water main. Tape shall be blue and have a marking of "WATER" printed every 30 inches along the tape. In such cases where the 18 inches above the water main is within the road base course or subgrade, the tape shall be installed immediately below the subgrade.

2.5 PERMANENT CURB LOCATION MARKER

A. Location markers shall be provided for all water service connections and valves.

1. Location markers for service connections shall be a blue anodized aluminum disc, labeled "WATER" as manufactured by National Band and Tag Company®. The distance (in feet) from the end of the water service to the tag shall be engraved thereon. Markers shall be securely attached to the back of the curb with a 2-inch- long "PK" survey marker nail and epoxy.
2. Location markers for valves placed in pavement areas shall be a 3-inch brass disk and shall be securely attached with epoxy to a 24-inch x 24-inch concrete pad formed around the valve box, 6 inches thick inscribed with the following information: gate valve (GV) or butterfly valve (BFV), the number of turns to open and close valve, distance (in feet) from marker to valve, and City of Bradenton.

PART 3 EXECUTION

3.1 PREPARATION

A. Field Alignment

1. The piping shown on the Contract Drawings is generally indicative of the work, with symbols and notations provided for clarity. However, the Contract Drawings are not an exact representation of all conditions involved; therefore, install piping to suit actual field conditions and measurements as approved by the Engineer. No extra compensation will be made for work due to differences between indicated and actual dimensions.

2. The Contractor shall install all adapters, fittings, flanged connections, closures, restrained joints, etc., not specified but necessary for a complete installation acceptable to the Engineer.
3. The Contract Drawings do not indicate all adapters, fittings, spool pieces, bushings, unions, supports, hangers, and other items required to accommodate the installing and connecting of pipe, fittings, valves, and equipment of various joint designs and sizes. Provide such required items of appropriate designs, materials, coatings, and linings.

3.2 FIELD LAYOUT AND MODIFICATIONS

A. Unless directed otherwise, the Contractor shall be responsible for setting construction layout stakes and/or offsets required to complete the designated work. The Contractor shall ensure that those stakes and/or offsets are protected and any re-staking required for any reason including work stoppage shall be included in the bid price and no additional compensation to the Contractor will be made.

B. The Engineer has the right to make any modifications the Engineer deems necessary due to field conditions, conflicts with other utilities, or to protect other properties.

3.3 PIPE PRODUCTS INSPECTION

A. The Contractor shall obtain from the pipe manufacturer a certificate of inspection to the effect that the pipe, fittings, gaskets, glands, bolts, and nuts supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. The Contractor shall submit these certificates to the Engineer before installing the pipe materials. The Contractor shall visually inspect all pipe and fittings at delivery and before they are lowered into the trench to be installed. Pipe or fittings that do not conform to these Specifications or have been damaged in any manner will be rejected and the Contractor must remove them immediately. The entire product of any plant may be rejected when, in the opinion of the Engineer, the methods or quality assurance and uniformity of manufacturer fail to secure acceptable and uniform pipe products or where the materials used produce inferior pipe products.

3.4 CUT-IN TO EXISTING MAIN

A. Prior to connecting to existing lines, the Contractor shall notify and coordinate all work with City personnel. The Contractor shall be responsible for turning valves and tapping the existing water mains, under City supervision, during construction.

1. Cut into and connect water lines constructed under this Contract to existing water mains, now in service, at locations shown or as directed by the Engineer.
2. Install cut-ins meeting conditions found in the field, with standard fittings as detailed or as directed by the Engineer.
3. Construct cut-ins meeting the requirements of all applicable portions of these Specifications.
4. Notify residents and all affected parties in advance whenever construction requires the interruption of water service. Refer to Section 01735, Control of Work, for public notifications. Schedule operations to cause a minimum of inconvenience to the customers by the interruption of service.
5. Provide sufficient fittings and operating equipment on the site before starting operations.
6. Test, sterilize, and flush new lines as specified hereinafter and obtain approval of the Engineer before putting a connection to an existing line into service.

3.5 REMOVAL OF EXISTING PIPE AND FITTINGS

A. Pipe specifically identified on the Drawings to be removed or replaced from service shall be physically taken out of the ground. The limits of pipe to be removed shall be specifically called for in the plans or shall be approved in writing by the Engineer. Any other removal not specifically called for shall be approved in writing and shall be considered incidental to construction of other items in the contract and the Contractor will not receive compensation for such work.

B. When removing pipe the Contractor shall excavate a trench wide enough to dislodge the pipe from the surrounding soil and long enough to be able to handle the pipe without causing any damage to nearby utilities, structures, or adjacent property.

C. The removed pipe, fitting, and appurtenances will become the Contractor's property and the Contractor shall be responsible for proper disposal and any required permits for disposal.

D. Regarding pipe remaining in the ground subsequent to removal of connected pipe or pipe fittings, the remaining buried pipes, openings, and fittings shall be plugged or capped as approved by the Engineer.

E. Pipe that will be abandoned in place shall be plugged or capped as approved by the Engineer.

3.6 BURIED PIPING AND PIPE FITTINGS

A. Trenching and backfilling for all pipe and fittings shall also be in accordance with Section 02305, Earthwork for Utilities.

B. Installation

1. Inspect all piping for defects and remove all lumps or excess coatings before installation. The inside of the mechanical joint and outside of plain- end pipe shall be cleaned before joining pipe. Caution shall be taken to prevent damage to the pipe during lowering into the trench. Remove all foreign matter that has entered the pipe during storage and installation. The Contractor shall cover the pipe ends during installation to prevent debris from entering the pipe. No debris, tools, clothing, or other material shall be placed in the pipe.
2. After being placed in the trench, the pipe shall be brought to the proper line and grade by compacting the approved backfill material under it, except at the bell end. Joint deflection shall not exceed 75% of the manufacturer's limit.
3. The Contractor shall install temporary water-tight plugs on the pipe ends during the time that the pipe is in the trench but no work is in progress. If there is water in the trench upon beginning work, this plug shall remain in place until the trench has been pumped dry, unless otherwise approved by the Engineer, the Engineer’s Representative, or the Owner’s Representative.
4. Coat threaded portions of stainless steel bolts and nuts with lubricant before assembly.
5. Restrained plugs or caps shall be inserted into all buried dead end pipes, tees, or crosses. Restrained plugs and caps installed for pressure testing shall be fully secured and blocked to withstand the test pressure.
6. Where plugging is required because of contract division or phasing for later connection, the ends of such lines shall be equipped with a suitable ductile-iron plug/cap, as shown on the Drawings. Installation or removal of such plugging shall be considered incidental to the work and the Contractor shall not be compensated by the Owner for performing this work.

3.7 ANCHORING AND RESTRAINING

A. Thrust blocks shall be used in new lines and shall be limited to areas in which a new fitting has been installed in an existing line and field restraining joints are not feasible or when directed by the Engineer.

3.8 FLUSHING, CLEANING, TESTING AND INSPECTION OF PIPING

A. See Section 15144, Pressure Testing of Piping, for the requirements of pipe flushing, cleaning, pressure testing, and inspection.

3.9 DISINFECTION

A. See Section 15141, Disinfection of Piping.

END OF SECTION

SECTION 15110
VALVES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all valves as shown in the Drawings and as specified in this Section. All valves shall be complete with all necessary manual actuators, valve boxes, and extension stems which are required for proper valve operation and completion of the work.

1. All valves shall be of the sizes shown in the Drawings. All equipment of the same type shall be from one manufacturer, unless authorized in writing by the Engineer.

2. The valves shall include but not be limited to gate valves, butterfly valves, and insertion type valves.

1.2 RELATED WORK

A. Section 01330, Submittals and Acceptance.
B. Section 03301, Concrete and Reinforcing Steel.
C. Section 15055, Piping Systems—General.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Product technical submittal data shall contain the following information and data:

1. Acknowledgment that products submitted meet requirements of standards referenced.
2. Manufacturer’s installation instructions.
3. Manufacturer’s operation and maintenance manuals.
4. Data of valves, actuators, and accessories:

a. Pressure and temperature rating.
b. Materials of construction, with ASTM reference and grade.

c. Linings and coatings.
d. Dimensions and weight.
e. Flow coefficient.
f. Actuators and accessories details.
g. Manufacturer's product brochure, cut-sheets, and parts diagrams.

B. Dimensions and orientation of valve actuators as installed on the valves. Show location of internal stops for gear actuators. State differential pressure and fluid velocity used to size actuators.

C. The following test reports: Performance Tests; Leakage Tests; Hydrostatic Tests; and Proof-of-Design Tests as applicable or required.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American National Standard Institute (ANSI)

1. ANSI A21.11—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
2. ANSI B1.20.1—Pipe Threads, General Purpose (Inch).
3. ANSI B1.20.7—Hose Coupling Screw Threads (Inch).
4. ANSI B16.1—Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
5. ANSI B16.5—Pipe Flanges and Flanged Fittings: NPS 1/2 through NPS 24 Metric/Inch Standard.
6. ANSI B16.10—Face to Face and End-to-End Dimensions of Valves.
7. ANSI B16.18—Cast Copper Alloy Solder Joint Pressure Fittings.
8. ANSI B16.34—Valves Flanged, Threaded and Welding End.
9. ANSI B16.42—Ductile-Iron Pipe Flanges and Flanged Fittings, Classes 150 and 300.
10. ANSI B16.47—Large Diameter Steel Flanges: NPS 26 through NPS 60.
11. ANSI B16.104—Control Valve Seat Leakage.
12. ANSI B36.10—Welded and Seamless Wrought Steel Pipe.
13. ANSI B93.10—Static Pressure Rating Methods of Square Head Fluid Power Cylinders Part 1: Pressure Containing Components.
14. ANSI B93.15—Mounting Dimensions for Square Head Industrial Fluid

Power Cylinders.

15. ANSI/NSF 61—Drinking Water System Components – Health Effects.

B. American Petroleum Institute (API)

1. API 6D—Pipeline Valves (Steel Gate, Plug, Ball, and Check Valves).
2. API 6FA—Specification for Fire Test for Valves.
3. API 594—Check Valves: Flanged, Lug, Wafer and Butt-Welding.
4. API 607—Testing of Valves – Fire Type-Testing Requirements.

C. American Society for Testing of Materials (ASTM)

1. ASTM A36—Standard Specification for Carbon Structural Steel.
2. ASTM A47—Standard Specification for Ferritic Malleable Iron Castings.
3. ASTM A48—Standard Specification for Gray Iron Castings.
4. ASTM A105—Standard Specification for Carbon-Steel Forgings for Piping Applications.
5. ASTM A108—Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished.
6. ASTM A126—Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
7. ASTM A148—Standard Specification for Steel Castings, High Strength, for Structural Purposes.
8. ASTM A181—Standard Specification for Carbon-Steel Forgings, for General-Purpose Piping.
9. ASTM A182—Standard Specification for Forged or Rolled Alloy and Stainless-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service.
10. ASTM A193—Standard Specification for Alloy-Steel and Stainless-Steel Bolting Materials for High-Temperature or High Pressure Service and Other Special Purpose Applications.
11. ASTM A194—Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure or High-Temperature Service, or Both.
12. ASTM A216—Standard Specification for Steel Castings, Carbon, Suitable for Fusion-Welding, for High-Temperature Service.
13. ASTM A240—Standard Specification for Chromium and Chromium-Nickel Stainless-Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
14. ASTM A269—Standard Specification for Seamless and Welded Austenitic Stainless-Steel Tubing for General Purpose.
15. ASTM A276—Standard Specification for Stainless-Steel Bars and Shapes.

16. ASTM A313—Standard Specification for Stainless-Steel Spring Wire.
17. ASTM A322—Standard Specification for Steel Bars, Alloy, Standard Grades.
18. ASTM A351—Standard Specification for Castings, Austenitic, for Pressure-Containing Parts.
19. ASTM A395—Standard Specification for Ferritic Ductile-Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
20. ASTM A436—Standard Specification for Austenitic Gray Iron Castings.
21. ASTM A439—Standard Specification for Austenitic Ductile-Iron Castings.
22. ASTM A449—Standard Specification for Hex Cap Screws, Bolts and Studs, Heat Treated, 120/105/90 ksi Minimum Tensile Strength, General Use.
23. ASTM A276—Standard Specification for Stainless-Steel Bars and Shapes.
24. ASTM A479—Standard Specification for Stainless-Steel Bars and Shapes for Use in Boilers and Other Pressure Vessels.
25. ASTM A494—Standard Specification for Castings, Nickel and Nickel Alloy.
26. ASTM A516—Standard Specification for Pressure Vessel Plates, Carbon- Steel, for Moderate- and Lower-Temperature Services.
27. ASTM A536—Standard Specification for Ductile-Iron Castings.
28. ASTM A564—Standard Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless-Steel Bars and Shapes.
29. ASTM A582—Standard Specification for Free-Machining Stainless-Steel Bars.
30. ASTM A666—Standard Specification for Annealed or Cold-Worked Austenitic Stainless-Steel Sheet, Strip, Plate, and Flat Bar.
31. ASTM A743—Standard Specification for Castings, Iron-Chromium, Iron- Chromium-Nickel, Corrosion Resistant, for General Application.
32. ASTM A744—Standard Specification for Castings, Iron-Chromium-Nickel, Corrosion Resistant, for Severe Service.
33. ASTM A890—Standard Specification for Castings, Iron-Chromium-Nickel-Molybdenum Corrosion-Resistant, Duplex (Austenitic/Ferritic) for General Application.
34. ASTM B16—Standard Specification for Free-Cutting Brass Rod, Bar and Shapes for Use in Screw Machines.
35. ASTM B21—Standard Specification for Naval Brass Rod, Bar, and Shapes.
36. ASTM B61—Standard Specification for Steam or Valve Bronze Fittings.
37. ASTM B62—Standard Specification for Composition Bronze or Ounce Metal Castings.
38. ASTM B98—Standard Specification for Copper-Silicon Alloy Rod, Bar

and Shapes.

39. ASTM B99—Standard Specification for Copper-Silicon Alloy Wire for General Applications.
40. ASTM B127—Standard Specification for Nickel-Copper Alloy (UNS N04400) Plate, Sheet, and Strip.
41. ASTM B148—Standard Specification for Aluminum-Bronze Sand Castings.
42. ASTM B150—Standard Specification for Aluminum Bronze Rod, Bar, and Shapes.
43. ASTM B164—Standard Specification for Nickel-Copper Alloy Rod, Bar, and Wire.
44. ASTM A169—Standard Specification for Aluminum Bronze Sheet, Strip, and Rolled Bar.
45. ASTM B193—Standard Test Method for Resistivity of Electrical Conductor Materials.
46. ASTM B371-Standard Specification for Copper-Zinc-Silicon Alloy Rod.
47. ASTM B427—Standard Specification for Gear Bronze Alloy Castings.
48. ASTM B446—Standard Specification for Nickel-Chromium-Molybdenum-Columbium Alloy (UNS N06625), Nickel-Chromium-Molybdenum-Silicon Alloy (UNS N06219), and Nickel-Chromium-Molybdenum-Tungsten Alloy (UNS N06650) Rod and Bar.
49. ASTM B443—Standard Specification for Nickel-Chromium-Molybdenum-Columbium Alloy (UNS N06625) and Nickel-Chromium-Molybdenum-Silicon Alloy (UNS N06219) Plate, Sheet, and Strip.
50. ASTM B462—Specification for Forged or Rolled UNS N06030, N06022, N06035, N06200, N06059, N06686, N06020, N06024, N06026, N08367, N10276, N10665, N10675, N10629, N08031, N06045, N06025, & R20033 Alloy Pipe Flanges, Forged Fittings, & Values & Parts for Corrosive High-Temperature Service.
51. ASTM B463—Standard Specification for UNS N08020, UNS N08026, and UNS N08024 Alloy Plate, Sheet, and Strip.
52. ASTM B472—Standard Specification for Nickel Alloy Billets and Bars for Reforging.
53. ASTM B584—Standard Specification for Copper Alloy Sand Castings for General Applications.
54. ASTM B763—Standard Specification for Copper Alloy Sand Castings for Valve Applications.
55. ASTM D1248—Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
56. ASTM D1784—Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
57. ASTM D1785—Standard Specification for Poly (Vinyl Chloride) (PVC)

Plastic Pipe, Schedules 40, 80, and 120.

58. ASTM D2000—Standard Classification System for Rubber Products in Automotive Applications.
59. ASTM D3222—Standard Specification for Unmodified Poly (Vinylidene Fluoride) (PVDF) Molding Extrusion and Coating Materials.
60. ASTM D4101—Standard Specification for Polypropylene Injection and Extrusion Materials.
61. ASTM F441—Standard Specification for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40 and 80.
62. ASTM F467—Standard Specification for Non-Ferrous Nuts for General Use.
63. ASTM F468—Standard Specification for Non-Ferrous Bolts, Hex Cap Screws, and Studs for General Use.

D. American Society of Mechanical Engineers (ASME)

1. ASME 16.5—Pipe Flanges and Flanged Fittings NPS 1/2 through NPS 24 Metric/Inch Standard.
2. ASME B16.11—Standards of Pipes and Fittings.
3. ASME B16.24—Cast Copper Alloy Pipe Flanges and Flanged Fittings Classes 150, 300, 400, 600, 900, 1500, and 2500.

E. American Society of Safety Engineers (ASSE)

1. ASSE 1011—Performance Requirements for Hose Connection Vacuum Breakers.

F. American Water Works Association (AWWA)

1. AWWA C110—Ductile-Iron and Gray-Iron Fittings for Water.
2. AWWA C111—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
3. AWWA C115—Standard for Flanged Ductile-Iron Pipe with Threaded Flanges.
4. AWWA C207—Steel Pipe Flanges for Waterworks Service, Sizes 4-Inch through 144-Inch (100 mm through 3,600 mm).
5. AWWA C500—Metal-Seated Gate Valves for Water Supply Service.
6. AWWA C504—Rubber-Sealed Butterfly Valves.
7. AWWA C509—Resilient-Seated Gate Valves for Water-Supply Service.
8. AWWA C515—Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service.
9. AWWA C550—Protective Epoxy Interior Coatings for Valves and Hydrants.

10. AWWA C606—Grooved and Shouldered Joints.
11. AWWA C800—Underground Service Line Valves and Fittings.

G. Fluid Controls Institute (FCI)

1. FCI 70-2—Control Valve Seat Leakage.

H. Manufacturers Standardization Society (MSS)

1. MSS SP-61—Pressure Testing of Steel Valves.
2. MSS SP-67—Butterfly Valves.
3. MSS SP-68—High Pressure Butterfly Valves with Offset Design.
4. MSS SP-83—Class 3000 Steel Pipe Unions Socket Welding and Threaded.
5. MSS SP-108—Resilient-Seated Cast-Iron-Eccentric Plug Valves.

I. NACE International (NACE)

1. NACE MR-01—Materials Resistant to Sulfide Stress Cracking in Corrosive Petroleum Refining Environments.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

B. All valves, unless otherwise directed, shall be loaded and unloaded by lifting, and under no circumstances shall valves be dropped, skidded, or rolled. Valves shall not be stacked or placed under pipe, fittings, or other valves in such a manner that damage could result.

C. Slings, hooks, or tongs used for lifting shall be padded in such a manner as to prevent damage to exterior surface or interior linings and valve components. If any part of the coating, lining, or components is damaged, the repairs or

replacement shall be made by the Contractor at his expense and in a manner satisfactory to the Engineer before attempting to install such valves.

D. Only new valves will be allowed for installation and shall be stored in a manner to prevent damage and be kept free of dirt, mud, or other debris.

1.9 QUALIFICATIONS

A. All of the valves shall be products of well-established firms which are fully experienced, reputable, have been selling this product for a minimum of 10 years, and are qualified in the manufacture of the particular product furnished. The valves shall be designed, constructed, and installed in accordance with the requirements and procedures of applicable AWWA standards and shall comply with these Specifications as applicable.

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED)

1.13 VALVE TYPE CLASSIFICATIONS

A. Gate Valves:

1. Ductile-Iron Resilient Wedge Gate Valves, 4 Inches through 16 Inches (AWWA C515).

B. Insertion-Type Valves

1. InsertValve
2. EZ Valve
3. InstaValve

PART 2 PRODUCTS

2.1 GENERAL

A. All valves shall be complete with all necessary geared actuators, valve bonnets, valve boxes, extension stems, operating nuts, and T-handle wrenches, which are required for proper valve operating and completing of the work included under this Section. Renewable parts including discs, packing, and seats shall be of types specified in this Section and acceptable by valve manufacturer for the intended

service. All units shall have the name of the manufacturer and the size of the valve cast on the body or bonnet or shown on a permanently attached stainless-steel plate in raised embossed letters. All isolation valves shall be suitable for the intended service with bubble-tight shutoff to flow in either direction.

B. Bronze or brass components in contact with water shall comply with the following requirements:

Constituent	Content
Zinc	7% maximum
Aluminum	2% maximum
Lead	8% maximum
Copper + Nickel + Silicon	83% minimum

C. Valves and valve operators shall be factory prepared and primed and field finish coated.

2.2 VALVE ACTUATORS

A. The valve actuator shall be an integral part of a valve. The valve actuator shall be provided, installed, and adjusted by the valve manufacturer. Actuator mounting arrangements shall facilitate operation and maintenance and shall be determined by the valve manufacturer unless indicated otherwise on the Drawings or directed by the Engineer.

B. All valves shall open counter clockwise as viewed from the top. Unless otherwise required by the Owner, the direction of rotation of the wheel or wrench nut to open each valve shall be to the left (counterclockwise). Each valve body or actuator shall have the word "Open" cast on it and an arrow indicating the direction to open.

C. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. All exposed nuts, bolts, and washers shall be AISI Type 304 stainless-steel. Unless noted otherwise, valves shall be equipped with the following manual actuators:

1. Buried Valves 6 inches and smaller: 2-inch-square operating nuts (with valve bonnets, valve boxes, and extension stems as required) and T-handle wrench.
2. Buried Valves 8 inches and larger: Geared actuators with 2-inch-square operating nuts (with valve bonnets, valve boxes, and extension stems as required) and wrench.

D. For buried service, provide watertight shaft seals and watertight valve and

actuator cover gaskets. Provide totally enclosed actuators designed for buried service.

E. All buried valves shall have non-rising stems. All buried valves 3 feet below grade or deeper as measured at the valve centerline shall be furnished with an operator stem extension to extend the operating nut within 6 inches from the top of the valve box cover.

2.3 VALVE END CONNECTIONS

A. Provide valve end connections conforming to connected piping and as shown in the Drawings. Generally, all buried valves shall be mechanical joint type end connectors.

B. Comply with the following standards:

1. Mechanical (gland) Type: AWWA C111.

C. Nuts, Bolts, and Washers: Wetted or internal to be bronze or stainless-steel. Exposed to be zinc or cadmium-plated.

D. Epoxy Interior Coating: Provide epoxy coating for all interiors of ferrous valve body surfaces in accordance with AWWA C550. Coatings shall be NSF-approved for valves in all potable water piping services. Coatings shall not be required for stainless-steel valve interiors.

2.4 VALVE BOXES

A. Valve boxes shall be set so they are completely flush with the paved surface. Boxes that are disturbed during paving operations (particularly during rolling) shall be immediately brought to a flush position and centered over operating nut. The box shall be designed to prevent transfer of the surface loads directly to the valve or piping.

B. Valve boxes set in paved or grass areas shall be encased with a 24-inch by 24-inch 3000 psi concrete collar, 6-inch-thick pad. The word WATER shall be engraved onto a valve box lid and painted with Rust-Oleum safety blue paint. A 3-inch brass disk shall be attached with epoxy to the concrete pad inscribed with gate valve (GV) or butterfly valve (BFV), the number of turns to open / close valve and COB. Valve boxes shall use approved tracer wire as outlined in the tracer wire section.

C. Valve boxes must have a minimum adjustable range of 12 inches and a minimum inner diameter of 6 inches. Valve boxes have to be rated to sustain FDOT H-20

loadings and have a minimum depth of 8 inches.

D. Provide debris cap as required in the Drawings.

E. Coat buried cast-iron pieces as specified in Article 2.06.

F. Valve boxes shall be as manufactured by Tyler Pipe, Geneco, or Bingham & Taylor.

G. Valve boxes are required to include a magnetized tracer box, such as the concrete/driveway box type SnakePit from Copperhead Industries, LLC, or approved equivalent. Only manufacturer-approved connectors will be allowed, such as SnakeBite by Copperhead Industries, LLC.

2.5 EXTENSION STEMS

A. Where the depth of the valve is such that its centerline is more than 3 feet below grade, provide operating extension stems to bring the operating nut to a point 6 inches below the surface of the ground and/or box cover. Extension stems shall be Type 316 stainless-steel, solid core, and shall be complete with a 2-inch-square operating nut. The connections of the extension stems to the operating nuts and to the valves shall withstand without damage a pull of 300 foot-pounds.

B. Extension stem diameters shall be as tabulated below:

Valve Size (inches)	Minimum Extension Stem Diameter (inches)
2	¾
3, 4	7/8
6	1
8	1-1/8
10, 12	1-1/4
14	1-3/8
16, 18	1-1/2
20, 24, 30, 36	1-3/4
42, 48, 54	2

C. Provide buried valves with a valve position indicator designed to fit standard 5-1/4-inch valve boxes. The indicators shall show valve position and the direction and number of turns required to fully open (or close). All internal gearing shall be sealed. Ship each unit ready for field installation complete with valve box cast- iron adapter, capscrews, guide bushing, position indicator, flexible washer, centering plate, and 2-inch AWWA nut. Valve box and indicator

shall be provided by the valve manufacturer. Indicators shall be Westran Position Indicator, Pratt Diviner, or equal.

2.6 PAINTING AND COATING

A. Coat buried metal valves at the place of manufacture as specified below:

1. Type: High solids Cycloaliphatic Amine epoxy or phenolic epoxy having minimum volume solids of 80% (ASTM D2697).
2. Service Conditions: Buried metal, such as valves, flanges, bolts, nuts, structural steel, and fittings.
3. Surface Preparation: Solvent clean per SSPC-SP1 to remove contaminants from the surface. Abrasive blast per SSPC-SP-10, Near White Metal Blast Cleaning.
4. Coating System: Apply three or more coats of Ameron 400; Tnemec 104 HS (6.0 to 8.0 mils per coat); ICI Devoe Bar-Rust 233H; Carboline 890LT; Sherwin-Williams Tank Clad HS B62-80 Series/B60V80 Series at 5.0 to 8.0 mils/coat or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

B. Test the valve interior linings and exterior coatings at the factory with a low-voltage (22.5 to 80 volts, with approximately 80,000-ohm resistance) holiday detector, using a sponge saturated with a 0.5% sodium chloride solution. The lining shall be holiday free.

2.7 GATE VALVES

All gate valves shall be American Flow Control Series 2500, Mueller A-2361 or Kennedy C-509 with ductile iron body, 304 stainless steel parts and EPDM rubber wedge.

A. Valves shall be manufactured in accordance with the applicable provisions of ANSI/AWWA C515. Bonnet and body may be of the reduced metal thickness, exceed the minimum thickness permitted by ANSI/AWWA C153/A21.53-88 and be manufactured of Ductile Iron ASTM A 536 with minimum 65,000 psi tensile strength. This addition will allow both ductile and cast iron body valves. Both shall have bonded epoxy coating inside and out, a two-inch (2") square operating nut, a non-rising stem, and turn left to open with EPDM rubber wedge.
B. The valve shall be designed so that during operation, or cycling of the valve, there is no friction or abrasion or rubbing together of the gate and body that can wear away any rubber or epoxy and expose bare iron.
C. Valves shall be furnished with a standard mechanical joint and connections and shall be furnished complete with glands, gaskets, bolts, and nuts in accordance with applicable section of ASA Specifications A21.11.

Resilient seated tapping valves shall be furnished with the tapping flange having a raised face or lip designed to engage the correspondence recess in the tapping sleeve flange in accordance with MSS-SP60. The interior of the waterway in the body shall be a full opening and capable of passing a full sized shell cutter equal to the nominal diameter of the valve.

2.8 INSERTION-TYPE VALVES

A. Insertion-Type Valves shall be capable of being installed in an existing, pressurized pipeline while maintaining constant pressure and service.

B. The maximum working pressure shall be 250 psi.

C. The valve shall have a two-piece ductile iron or Type 304 stainless-steel body and resilient wedge. Ductile iron valves shall have a fusion-bonded epoxy coating meeting the requirements of AWWA C550 and NSF-61 on the interior and exterior.

D. The valve shall have a non-rising stem with a 2-inch square operating nut.

E. The valve shall be InsertValve as manufactured by Team Industrial Services, IV 250 Patriot Series by Hydra-Stop, or EZ Valve by Advanced Valve Technologies.

F. The valve shall be installed only by companies trained and certified by the valve manufacturer.

G. Valves intended for permanent installation are indicated on the Drawings. Those valves shall have restrained mechanical joints and meet the requirements of AWWA C509 or C515.

PART 3 EXECUTION

3.1 INSTALLING BURIED VALVES

A. Connect the valve, coat the flanges, apply tape wrapping or polyethylene encasement as required on the Drawings, and place and compact the backfill to the height of the valve stem.

B. Place block pads under the extension pipe to maintain the valve box vertical during backfilling and repaving and to prevent the extension pipe from contacting the valve bonnet.

C. Mount the upper slip pipe of the extension in midposition and secure with backfill around the extension pipe. Pour the concrete collar allowing a depression so the valve box cap will be flush with the pavement surface. The Contractor shall pour concrete collars after street milling and paving have been completed by others. The Contractor shall coordinate with the Owner and the paving contractor.

D. In streets without concrete curbs and in open areas, install the valve box as for a paved area with concrete curb but include a marker post. Cut the marker post from 4-inch-by-4-inch dense structural grade Douglas fir No. 2 or Southern Pine No. 2 surfaced on four sides to a length of 5 feet. Chamfer the top. Set the post in concrete, 2 feet into the ground, away from traffic, and to the side of the pipeline. Coat with a seal and finish coat of white alkyd exterior paint. On the side facing the valve, letter in black the word "VALVE" and the distance in feet from the marker post to the valve box cap.

E. Install debris cap as close as possible under the cast-iron cover without interfering with the cover operation. Trim flexible skirt to provide a smooth contact with the interior or the extension pipe.

3.2 INSTALLING EXTENSION STEM GUIDE BRACKETS

A. Install extension stem guide brackets at 6- to 8-foot centers. Provide at least two support brackets for stems longer than 10 feet, with one support near the bottom of the stem and one near the top.

3.3 FIELD COATING BURIED VALVES

A. Coat flanges of buried valves and the flanges of the adjacent piping and the bolts and nuts of flanges and mechanical joints, as specified in below:

1. Type: Corrosion-resisting grease.
2. Service Conditions: Buried metal, such as bolts, bolt threads, tie rods, and nuts.
3. Surface Preparation: Solvent clean per SSPC-SP1 to remove contaminants from the surface. Power Tool Clean per SSPC-SP3 as a minimum. Abrasive blasting per SSPC-SP-6, Commercial Blast Cleaning is preferred.
4. Coating: NO-OX-ID GG-2 as manufactured by Sanchem, Inc. Apply to a minimum thickness of 1/4 inch.

B. Wrap buried metal valves 6 inches and larger with polyethylene sheet as specified in Section 15155, Ductile Iron Fittings.

3.4 VALVE LEAKAGE AND FIELD TESTING

A. Test valves for leakage at the same time that the connecting pipelines are tested. See Section 15144 for pressure testing requirements. Protect or isolate any parts of valves, actuators, or control and instrumentation systems whose pressure rating is less than the pressure test. Valves shall show zero leakage. Repair or replace any leaking valves and retest.

B. Operate manual valves through three full cycles of opening and closing. Valves shall operate from full open to full close without sticking or binding. Do not backfill buried valves until after verifying that valves operate from full open to full closed. If valves stick or bind or do not operate from full open to full closed, repair or replace the valve and repeat the tests.

C. Test gear actuators through three full cycles from full-open to full-close without binding or sticking. The pull required to operate handwheel- or chainwheel-operated valves shall not exceed 80 pounds. The torque required to operate valves having 2-inch AWWA nuts shall not exceed 150 foot-pounds. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the actuators and repeat the tests. Operators shall be lubricated in accordance with the manufacturer's recommendations before operating.

END OF SECTION

SECTION 15125
PIPING APPURTENANCES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all piping appurtenances as shown on the Drawings and as specified in this Section.

B. All piping appurtenances shall be of the size shown on the Drawings. All equipment of the same type shall be from one manufacturer, unless authorized in writing by the Engineer.

C. All piping appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon the body.

D. The piping appurtenances shall include, but not be limited to, the following:

1. Tapping Saddles
2. Tapping Sleeves
3. Fire Hydrant
4. Corporation Stop
5. Curb Stop

1.2 RELATED WORK

A. Section 01330, Submittals and Acceptance.
B. Section 15055, Piping Systems—General.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Product technical submittal data shall contain the following information and data:

1. Acknowledgment that products submitted meet requirements of standards referenced.

2. Manufacturer’s installation instructions.

3. Expansion joints, flexible joints, couplings, adaptors, tapping sleeves, and other appurtenances:

    a. Pressure and temperature rating.
    b. Materials of construction.
    c. Linings.
    d. Dimensions and weight.
    e. Accessories.
    f. Manufacturer's product brochures, cut-sheets, and parts diagrams.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Iron and Steel Institute (AISI)

1. AISI Type 304L—Stainless Steel.
2. AISI Type 316—Stainless Steel.

B. American Society for Testing and Materials (ASTM)

1. ASTM A536—Standard Specification for Ductile Iron Castings.
2. ASTM C285—Standard Test Methods for Sieve Analysis of Wet-Milled and Dry-Milled Porcelain Enamel.

C. American Water Works Association (AWWA)

1. AWWA/ANSI C105/A21.5— Polyethylene Encasement for Ductile-Iron Pipe Systems.
2. AWWA/ANSI C153/A21.53—Standard for Ductile-Iron Compact Fittings for Water Service.
3. AWWA C207—Standard for Steel Pipe Flanges for Waterworks Service.
4. AWWA C210—Standard for Liquid-Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines.
5. AWWA/ANSI C213—Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
6. AWWA C500—Standard for Metal-Seated Gate Valves for Water Supply Service.
7. AWWA C502—Standard for Dry-Barrel Fire Hydrants.

8. AWWA C700—Standard for Cold-Water Meters—Displacement Type, Bronze Main Case.
9. AWWA C800—Transit-Time Flowmeters in Full Closed Conduits.

D. American National Standards Institute (ANSI)

1. ANSI B16.5—Pipe Flanges and Flanged Fittings.

E. National Sanitation Foundation (NSF)

1. NSF 61—Drinking Water System Components - Health Effects.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, HANDLING, AND STORAGE

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

B. All piping appurtenances, unless otherwise directed, shall be loaded and unloaded by lifting, and under no circumstances shall any piping appurtenances be dropped, skidded, or rolled.

C. Slings, hooks, or tongs used for lifting shall be padded to prevent damage to exterior surface or interior linings of piping appurtenances. If any part of the coating, lining, or components is damaged, the Contractor shall make repairs or replacement at his expense and in a manner satisfactory to the Engineer before attempting to install such piping appurtenances.

D. Only new piping appurtenances will be allowed for installation and shall be stored to prevent damage and be kept free of dirt, mud, or other debris.

1.9 QUALIFICATIONS

A. All of the piping appurtenances shall be products of well-established firms that are fully experienced, reputable, have been selling this product for a minimum of 10 years, and qualified in the manufacture of the particular product furnished. The piping appurtenances shall be designed, constructed, and installed in accordance

with the requirements and procedures of applicable AWWA standards and shall comply with these Specifications as applicable.

PART 2 PRODUCTS

2.1 TAPPING SADDLE

A. Tapping saddles for 1-inch and 2-inch service connections shall be solid brass, double strap per ASTM B-62 and AWWA C-800. Mueller BR2W or Ford 202 BSD shall be used with C900 PVC pipe.

2.2 TAPPING SLEEVES

A. Tapping sleeves for 4-inch and above pipe sizes shall be all stainless steel, including flange, and be Smith - Blair tapping 663, Ford FTSS, or Mueller No. H 304SS.

2.3 FIRE HYDRANT

A. All fire hydrants shall be Kennedy K-81-D to meet existing City standard. Hydrants shall have 6-inch inlet, 5-1/4-inch barrel, with two 2-1/2-inch hose nozzles, and one 4-1/2-inch streamer connection designed for 150 PSI working pressure, and meeting all requirements of AWWA C520-64 standard for fire hydrants for ordinary water works service. All working parts shall be bronze with O-Ring seals, safety stem couplings and safety flange. Main valve rod standard shall turn to the left to open. Hydrants shall be provided with the necessary connection to fit the pipe indicated. All fire hydrants to be shop tested to three-hundred (300) PSI. Hydrants shall have weep holes plugged prior to installation.

Fire hydrant wrenches	Provide one wrench as spare parts.
Nozzle wrenches	Provide one wrench as spare parts for each size nozzle provided.
Breakaway repair kit	Provide two kits as spare parts.

B. Fire hydrant extensions shall be provided at no additional cost to the Owner to meet final grade requirements. All hydrants shall stand plumb. No portion of the fire hydrant shall be within 6 inches of a sidewalk. After installation, all hydrants shall be inspected, cleaned, and opened and closed as many times as required to verify that all aspects of the hydrant work properly.

C. Fire hydrants shall be brush painted with Rust-Oleum Color: Aluminum Part #470402. Spray painting is not acceptable.

2.4 CORPORATION STOPS

A. Corporation stops shall be full port and shall conform to AWWA Standard C800. Inlet shall be male iron pipe, and outlet shall be pack joint compression CTS size. Approved corporation stops are:

1. 1-inch: Ford F-1100-4Q or Mueller P-25028N.
2. 2-inch: Ford FB-1700-7 or Mueller P-25028N.

2.5 CURB STOPS

A. Curb stops shall be full port and shall conform to AWWA Standard C800. Inlet shall be pack joint compression and outlet shall be female iron pipe for 1-inch. Inlet and outlet shall be pack joint compression CTS size for 2-inch. Approved curb stops are:

1. 1-inch: Ford FB41-44-WQ or Mueller P-25172N.
2. 2-inch: Ford B11-777-W or Mueller P-25209N. Ford 2-inch square nut adapters (Part No. QT67) are required on all 2-inch curb stops.

2.6 SERVICE LINES

A. One-inch service lines shall be polyethylene and manufactured in accordance with ASTM D2737 for outside diameter control CTS size from polyethylene extrusion materials conforming to the Plastic Pipe Institute Certifications.

B. Two-inch service lines shall be polyethylene meeting the requirements of AWWA C901 and manufactured in accordance with ASTM D2737 for outside diameter control CTS size from polyethylene extrusion materials conforming to the Plastic Pipe Institute Certifications.

C. Compression connections to polyethylene tubing shall be made using insert stiffeners with solid with rolled ends manufactured by Mueller or Ford.

D. Existing services that are broken by the Contractor shall be repaired by the Contractor at no additional cost to the Owner.

2.7 TOOLS

A. If required for normal operation and maintenance, special tools shall be supplied with the equipment. One T-handle wrench to operate standard 2-inch nuts on buried valves and buried valve actuators shall be provided as part of the work.

PART 3 EXECUTION

3.1 INSTALLATION

A. The Contractor shall install all piping appurtenances as shown on the Drawings.

B. All piping appurtenances shall be installed in the location shown, unless approved otherwise, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Owner and the Engineer.

3.2 INSPECTION AND TESTING

A. Completed valves and piping appurtenances shall be subjected to hydrostatic pressure test as described in Section 15055, Piping Systems—General, and the detail pipe sections of these Specifications. All leaks in valves and piping appurtenances shall be repaired and lines retested as approved by the Engineer. Before testing, the valves and pipelines shall be supported and thrust restrained for forces in excess of the test pressure to prevent movement during tests.

END OF SECTION

SECTION 15141
DISINFECTION OF PIPING

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section describes requirements for materials and procedures for disinfecting water mains by the continuous feed method and the slug method. The Contractor shall disinfect piping in accordance with Rule 62-555.340, FAC, and AWWA C651, except as modified below.

B. Use potable water for chlorination.

C. Submit request for use of water from waterlines of the Owner at least 48 hours in advance.

D. If water for disinfection and/or flushing is supplied from a temporary connection to the existing distribution system, appropriate backflow prevention methods shall be used.

E. Proper disposal of the chlorinated disinfection water and the flushing water is the Contractor's responsibility. Disinfected water shall be neutralized in accordance with AWWA C651 and AWWA C652 before discharge.

F. Before permit review and coordination with the Owner and appropriate regulatory authorities (i.e., FDEP and Manatee County Department of Health), the Contractor shall provide a schedule for the rate of flow and locations of discharges for the disinfection of piping. The neutralized discharge water shall be disposed of by discharging to the nearest sanitary sewer or to the local stormwater system through onsite swales or by other approved means. Discharge to the local stormwater system shall be routed to avoid swale overflow and/or erosion. The Contractor shall be responsible for any damage that occurs related to the discharging process. The Contractor shall repair or replace any damage caused by discharging to the Owner’s satisfaction at no additional expense to the Owner.

G. It is the responsibility of the Contractor to implement and enforce strict adherence to safety guidelines which are addressed in AWWA C651 and AWWA C652 as well as safety and handling instructions from the manufacturer. The Contractor shall comply with all applicable national, state, and local safety regulations and requirements, including OSHA.

1.2 RELATED WORK (NOT USED)

1.3 SUBMITTALS (NOT USED)

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Water Works Association (AWWA)

1. ANSI/AWWA B300—Hypochlorites.
2. ANSI/AWWA B301—Liquid Chlorine.
3. AWWA C651—Disinfecting Water Mains.
4. AWWA C652—Disinfection of Water-Storage Facilities.

B. Florida Administrative Code (FAC)

1. Rule 62-555.340—Disinfection and Bacteriological Evaluation of Public Water System Components.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED)

PART 2 PRODUCTS

2.1 LIQUID CHLORINE

A. Liquid chlorine shall conform to ANSI/AWWA B301 and shall be applied in strict accordance with AWWA C651 and AWWA C652.

2.2 CALCIUM HYPOCHLORITE (DRY)

A. Calcium hypochlorite shall conform to ANSI/AWWA B300 and shall be applied in strict accordance with AWWA C651 and AWWA C652. Calcium hypochlorite intended for swimming pool chlorination shall not be used under any circumstances.

2.3 SODIUM HYPOCHLORITE (SOLUTION)

A. Sodium hypochlorite shall conform to ANSI/AWWA B300 and shall be applied in strict accordance with AWWA C651 and AWWA C652.

2.4 CHLORINE RESIDUAL TEST KIT

A. For measuring chlorine concentration, the Contractor shall supply and use a medium-range, drop count, DPD drop dilution method kit in accordance with AWWA C651 and AWWA C652. Maintain kits in good working order available for immediate test of residuals at point of sampling.

PART 3 EXECUTION

3.1 GENERAL DISINFECTION PROCEDURE

A. Before disinfection, the Contractor shall inspect materials for quality. The Contractor shall use materials and equipment that are appropriate for the disinfection methods selected. The Contractor shall observe the precautionary guidelines given in AWWA C651 and AWWA C652.

B. During construction, the Contractor shall take preventative measures in accordance with AWWA C651 to protect materials from contamination.

C. Hydrostatic testing shall be successfully performed before disinfection.

D. Before disinfection, the Contractor shall clear water mains of foreign debris:

1. Pipelines which are less than 24 inches in diameter shall be flushed, while pipelines which are greater than 24 inches in diameter may be cleared via broom-sweeping in accordance with AWWA C651 and as specified in Section 15144. Sweepings shall be removed from pipeline before the disinfection process begins.

E. In accordance with AWWA C651 and AWWA C652 procedures, the Contractor shall disinfect all newly constructed materials and existing materials which may have been contaminated during construction. The Contractor shall provide adequate documentation that the required disinfection level (i.e., required chlorine residual and contact time) was successfully achieved.

F. In accordance with Rule 62-555.340, FAC, following disinfection the total chlorine residual in the water mains shall be reduced to 4 mg/L. The chlorine residual may be reduced via flushing with potable water or by a neutralizing agent that conforms to AWWA C651 and AWWA C652.

G. After the total chlorine residual has been reduced to 4 mg/L, the Contractor shall conduct bacteriological testing for water mains. Bacteriological sampling and testing shall be performed in accordance with Rule 62-555.340, FAC.

H. The Contractor shall dispose of residue from cleaning and other construction operations as well as water from dewatering operations in a manner satisfactory to FDEP and the Manatee County Department of Health.

3.2 CONTINUOUS-FEED METHOD FOR PIPELINES

A. Continuous-feed disinfection shall be performed in accordance with AWWA C651.

1. The Contractor shall introduce potable water into the pipeline at a constant measured rate.
2. Feed the chlorine solution into the same water at a measured rate.
3. Proportion the two rates so that the free chlorine concentration in the pipeline is maintained at a minimum concentration of 25 mg/L.
4. Inject chlorine into the main at a point no greater than 3 feet downstream of the start of the new water main.
5. Using the appropriate test kits specified by AWWA C651, the Contractor shall check the concentration at points downstream during the filling to ascertain that sufficient chlorine is being added.

6. The water main shall be completely filled with chlorinated water.
7. The chlorine contact time shall be at least 24 hours.
8. The water shall be chlorinated so that after 24 hours the concentration of free chlorine residual in the water main shall be not less than 10 mg/L.

3.3 SLUG METHOD FOR PIPELINES

A. The Contractor shall perform slug method disinfection in accordance with AWWA C651.
   1. Introduce the water in the pipeline at a constant measured rate.
   2. At a point no greater than 3 feet downstream of the start of the new water main, feed the chlorine solution into the pipeline at a measured rate so that the free chlorine concentration created in the pipeline is 100 mg/L.
   3. Using the appropriate test kits specified by AWWA C651, the Contractor shall check the concentration at points downstream during the filling to ascertain that sufficient chlorine is being added.
   4. Feed the chlorine for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it passes through the line, expose all interior surfaces to a concentration of at least 100 mg/L for at least 3 hours.

3.4 DISINFECTION OF VALVES, BLIND FLANGES, AND APPURTENANCES

A. During the period that the chlorine solution is in the pipeline or as the slug comes into contact with hydrants and valves, open and close valves at least three times to obtain a chlorine residual at hydrants and other pipeline appurtenances. Swab exposed faces of valves and blind flanges prior to bolting flanges in place with a 1% sodium hypochlorite solution.

3.5 DISINFECTION OF CONNECTIONS TO EXISTING PIPELINES

A. The Contractor shall disinfect isolation valves, pipe, and appurtenances in accordance with AWWA C651, Section 4.7. Flush with potable water until discolored water, mud, and debris are eliminated. Swab interior of pipe and fittings with a 1% sodium hypochlorite solution. After disinfection, flush with potable water again until water is free of chlorine odor.

3.6 CONFIRMATION OF RESIDUAL

A. After the chlorine solution applied by the continuous feed method has been retained in the pipeline for 24 hours, the Contractor shall confirm that a free

chlorine residual of 10 mg/L minimum exists along the pipeline by sampling at air valves and other points of access, such as tapping valves.

B. With the slug method, confirm by sampling as the slug passes each access point and as it leaves the pipeline that the free chlorine concentration in the slug is at least 50 mg/L. If the free chlorine residual is less than 50 mg/L, the flow shall be stopped and the slug residual concentration shall be increased to 100 mg/L before disinfection may resume.

3.7 PIPELINE FLUSHING

A. After confirming the free chlorine residual and sufficient contact time, the Contractor shall flush the excess chlorine solution from the pipeline until the free chlorine concentration in the water leaving the pipe is no higher than 4 mg/L.

3.8 BACTERIOLOGICAL SAMPLING AND TESTING

A. In accordance with Rule 62-555.340, FAC, the Contractor shall collect and deliver required samples to a certified laboratory and obtain a bacteriologic quality test to demonstrate the absence of coliform organisms in each separate section of the pipeline and in each structure after chlorination and refilling. Samples shall be delivered to a certified laboratory within 6 hours of sampling:

1. For water mains, collect at least one set of samples from every 1,200 feet of the new water main, plus one set from the end of the line and at least one set from each branch. At each connection to an existing pipeline, take two additional samples.

B. The Contractor shall take chlorine residual samples at the time bacteriological samples are taken. If the chlorine residual is greater than 4 mg/L, the bacteriological test shall be considered invalid and the residual shall be reduced to 4 mg/L and the bacteriological testing shall be performed until the required criteria are satisfied.

3.9 REPETITION OF PROCEDURE

A. If the initial chlorination fails to produce required residuals and bacteriologic tests, the Contractor shall repeat the chlorination and testing until satisfactory results are obtained.

B. If the water main is installed before satisfactory bacteriological results are achieved, a precautionary boil water notice must be issued if recommended by the water supplier or if recommended by the Department of Health's "Guidelines

for the Issuance of Precautionary Boil Water Notices" in accordance with Rule 62-555.340, FAC.

3.10 TEST FACILITY REMOVAL

A. After satisfactory disinfection, the Contractor shall disinfect and replace air valves, restore the pipe coating, and complete the pipeline where temporary disinfection or test facilities were installed.

END OF SECTION

SECTION 15144
PRESSURE TESTING OF PIPING

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section specifies the hydrostatic, pneumatic, and leakage testing of pressure piping for water distribution and transmission mains.

1.2 RELATED WORK

A. Section 01500, Temporary Facilities and Controls.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. Test bulkhead locations and design calculations, pipe attachment details, and methods to prevent excessive pipe wall stresses.

B. One hard copy and one electronic (pdf) copy of the test records to the Owner and Engineer upon completion of the testing and prior to putting the line in service.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American National Standards Institute (ANSI) Standards:

1. AWWA C600—Standard for Installation of Ductile Iron Water Mains.
2. AWWA C605—Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TEST PRESSURES

A. Test pressures for the various services and types of piping are shown in the Piping Schedule in the Drawings. At a minimum the Contractor shall perform pressure and leakage test at 1.5 times the maximum system pressure or 150 psi, whichever is greater (based on the elevation or the lowest point of the section under test and corrected for gage location).

1.11 TESTING RECORDS

A. The Contractor shall provide records of each piping installation during the testing. These records shall include the following information:

1. Date and times of test.
2. Identification of process, pipeline, or pipeline section tested or retested.
3. Identification of pipeline material.
4. Identification of pipe specification.
5. Test fluid.
6. Test duration.

B. Test pressure at low point in process, pipeline, or pipeline section.

C. Remarks: Leaks identified (type and location), types of repairs, or corrections made.

D. Certification by Contractor that the leakage rate measured conformed to the Specifications.

1.12 MAINTENANCE (NOT USED)

1.13 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED)

PART 2 PRODUCTS

2.1 MANUAL AIR-RELEASE VALVES FOR BURIED PIPING

A. The Contractor shall provide temporary manual air-release valves at test bulkheads for pipeline test. Construct the pipe outlet in the same manner as for a permanent air valve and, after use, seal with a blind flange, pipe cap, or plug and coat the same as the adjacent pipe.

2.2 TEST BULKHEADS

A. The Contractor shall design and fabricate test bulkheads in accordance with Section VIII of the ASME Boiler and Pressure Vessel Code. Materials shall comply with Part UCS of the code. Design pressure shall be at least 2.0 times the specified test pressure for the section of pipe containing the bulkhead. Limit stresses to 70% of yield strength of the bulkhead material at the bulkhead design pressure. Include air-release and water drainage connections.

2.3 TESTING FLUID

A. The Owner will provide a source of supply from the existing treated water distribution system for the Contractor's use in filling the lines. An air break shall be maintained at all times between the Owner's distribution system and the Contractor's equipment to prevent cross-connection. The line shall be slowly filled with water and the specified test pressure shall be maintained in the pipe for the entire test period by means of a pump furnished by the Contractor. Provide accurate means for measuring the quantity of water required to maintain this pressure. The amount of water required is a measure of the leakage.

B. Testing fluid shall be potable water unless a pneumatic test is indicated on the Piping Schedule.

C. For potable water pipelines, obtain and use only potable water for hydrostatic testing.

D. Submit request for use of water from waterlines of Owner 48 hours in advance.

E. The Contractor shall provide back flow prevention control for temporary connections to existing water mains.

2.4 TESTING EQUIPMENT

A. The Contractor shall provide calibrated pressure gauges, pipes, bulkheads, pumps, compressors, chart recorder, and meters to perform the hydrostatic testing. The Contractor shall provide any necessary assistance required for testing.

PART 3 EXECUTION

3.1 TESTING PREPARATION

A. Pipes shall be in place, backfilled, and anchored before beginning pressure testing.

B. The Contractor shall conduct pressure tests on exposed and aboveground piping after the piping has been installed and attached to the pipe supports, hangers, anchors, expansion joints, valves, and meters.

C. For buried piping, the pipe may be partially backfilled and the joints left exposed for inspection during an initial leakage test. However, perform the final pressure test after completely backfilling and compacting the trench.

D. Provide any temporary piping needed to carry the test fluid to the piping that is to be tested. After the test has been completed and demonstrated to comply with the Specifications, disconnect and remove temporary piping. Do not remove exposed vent and drain valves at the high and low points in the tested piping; remove any temporary buried valves and cap the associated outlets. Plug taps or connections to the existing piping from which the test fluid was obtained.

E. Provide temporary drain lines needed to carry testing fluid away from the pipe being tested. Remove such temporary drain lines after completing the pressure testing.

F. Before starting the test, the Contractor shall notify the Engineer and the Owner's Representative.

3.2 CLEANING

A. Before conducting hydrostatic tests, the Contractor shall flush pipes with water to remove dirt and debris. For pneumatic tests, blow air through the pipes. Maintain a flushing velocity of at least 3 fps for water testing and at least

2,000 fpm for pneumatic testing. Flush pipes for the period given by the formula:

$$T = \frac{2L}{3}$$

in which:

T = flushing time (seconds)
L = pipe length (feet).

B. For pipelines 24 inches or larger in diameter, acceptable alternatives to flushing are use of high-pressure water jet, sweeping, or scrubbing. Water, sediment, dirt, and foreign material accumulated during this cleaning operation shall be discharged, vacuumed, or otherwise removed from the pipe.

3.3 TESTING AND DISINFECTION SEQUENCE FOR POTABLE WATER PIPING

A. Perform required disinfection after hydrostatic testing, unless otherwise indicated.

B. Disinfection shall be performed as described in Section 15141.

3.4 LENGTH OF TEST SECTION FOR BURIED PIPING

A. The maximum length of test section for buried pipe of 12 inches or smaller in diameter is 1,200 feet; for buried pipe larger than 12 inches, 3,500 feet. Provide intermediate test bulkheads where the pipeline length exceeds these limits.

3.5 INITIAL PIPELINE FILLING FOR HYDROSTATIC TESTING

A. The maximum rate of filling shall not cause the water velocity in the pipeline to exceed 1 fps. Filling may be facilitated by removing automatic air valves and releasing air manually.

3.6 TESTING NEW PIPE WHICH CONNECTS TO EXISTING PIPE

A. Before testing new pipelines that are to be connected to existing pipelines, the Contractor shall isolate the new line from the existing line by test bulkheads, spectacle flanges, or blind flanges. After the new line has been successfully tested, remove test bulkheads or flanges and connect to the existing piping.

3.7 HYDROSTATIC TESTING OF BURIED PIPING

A. Where any section of the piping contains concrete thrust blocks or encasement, the Contractor shall not make the pressure test until at least 10 days after the concrete has been placed. When testing PVC piping, fill the pipe to be tested with water and allow it to soak for at least 24 hours to absorb water before conducting the pressure test.

B. Apply and maintain the test pressure by a positive displacement hydraulic force pump.

C. Maintain the test pressure for the 2 hours by restoring the pressure whenever it falls 5 psi.

D. After the test pressure is reached, use a meter to measure the additional water added to maintain the pressure. This amount of water is the loss due to leakage in the piping system. The allowable leakage volume is defined by the formulas:

PVC Pipe:

$$L = \frac{ND(P)^{1/2}}{C}$$

in which:

L = allowable leakage (gallons)
N = number of rubber-gasketed joints in the pipe tested
D = diameter of the pipe (inches)
P = specified test pressure (psig)
C = 7,400

Ductile Iron Pipe:

$$L = \frac{SD(P)^{1/2}}{C}$$

in which:

L = allowable leakage (gallons)
S = length of pipe tested (feet)

D = diameter of the pipe (inches)

P = specified test pressure (psig)

C = 133,200

E. The leakage test shall be a separate test following the pressure test and shall not be less than 2 hours long. All leaks evident at the surface shall be repaired and leakage eliminated regardless of the total leakage as shown by test. Lines that fail to meet tests shall be repaired and retested as necessary until test requirements are complied with. Defective materials, pipes, valves, and accessories shall be removed and replaced.

F. The allowable leakage for buried piping having threaded, brazed, or welded (including solvent welded) joints shall be zero.

G. Submit plan for testing to the Engineer for review at least 10 days before starting the test.

H. Peening shall not be used to repair pinhole leaks in welded pipes. Any leakage in welded pipes shall be repaired by appropriate welding techniques.

I. Repair and retest any pipes showing leakage rates greater than that allowed in the criteria above.

3.8 REPETITION OF TEST

A. If the actual leakage exceeds the allowable leakage, locate and correct the faulty work and repeat the test. Restore the work and all damage resulting from the leak and its repair. Eliminate visible leakage.

3.9 BULKHEAD AND TEST FACILITY REMOVAL

A. After a satisfactory test, the Contractor shall remove the testing fluid, remove test bulkheads and other test facilities, and restore the pipe coatings/linings.

END OF SECTION

SECTION 15155
DUCTILE IRON FITTINGS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall provide all materials and incidentals, including fittings, flanged joints, mechanical joints, retainer glands, polyethylene bagging for buried ductile iron fittings, valves, and appurtenances for the piping systems required for the work shown on the Drawings, in the Drawing—Piping Schedule.

1.2 RELATED WORK

A. Section 01330, Submittals and Acceptance.
B. Section 01650, Delivery, Storage, and Handling.
C. Section 02240, Dewatering.
D. Section 02305, Earthwork for Utilities.
E. Section 15055, Piping Systems.
F. Section 15141, Disinfection of Piping.
G. Section 15144, Pressure Testing of Piping.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. All ductile iron fittings to be installed under this Contract shall be inspected and tested at the foundry where the material for this project is manufactured. The Contractor shall submit sworn certificates of such tests and their results.

B. Shop Drawings, including layout drawings, shall be submitted as specified in Section 15055, Piping Systems.

C. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable Sections of the Specifications.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American National Standard Institute (ANSI)

1. ANSI A21.11—Rubber Gasket Joints Cast & Ductile Iron Pressure Pipe.
2. ANSI A21.53—Ductile-Iron Compact Fittings, 3-Inch through 24-Inch (76mm through 610mm) and 54-Inch through 64-Inch (1,400mm through 1,600mm), for Water Service.
3. ANSI B1.1—Unified Inch Screw Threads (UN & UNR Thread Form).
4. ANSI B16.1—Cast Iron Pipe Flanges and Pipe Fittings.
5. ANSI B16.21—Nonmetallic Flat Gaskets for Pipe Flanges

B. American Society for Testing and Materials (ASTM)

1. ASTM A193—Standard Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
2. ASTM A194—Standard Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service, or Both.
3. ASTM A307—Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
4. ASTM A536—Standard Specification for Ductile Iron Castings.
5. ASTM A563—Standard Specification for Carbons and Alloy Steel Nuts.
6. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
7. ASTM C150—Standard Specification for Portland Cement.
8. ASTM C283—Standard Test Methods for Resistance of Porcelain Enameled Utensils to Boiling Acid.
9. ASTM D714—Standard Test Method for Evaluating Degree of Blistering of Paints.
10. ASTM D792—Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
11. ASTM D1238—Standard Test Method for Melt Flow Rates of Thermoplastics by Extrusion Plastometer.
12. ASTM E96—Standard Test Methods for Water Vapor Transmission of Materials.
13. ASTM G95—Standard Test Method for Cathodic Disbondment Test of Pipeline Coatings (Attached Cell Method).

C. American Water Works Association (AWWA)

1. AWWA C104—Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
2. AWWA C110—Ductile-Iron and Gray-Iron Fittings, 3-Inch through 48-Inch (75mm through 1200mm) for Water and Other Liquids.
3. AWWA C111—Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
4. AWWA C115—Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
5. AWWA C150—Thickness Design of Ductile-Iron Pipe.
6. AWWA C151—Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids.
7. AWWA C153—Ductile-Iron Compact Fittings, 3-Inch through 16-Inch (76mm through 610mm), for Water and Other Liquids.
8. AWWA C207—Steel Pipe Flanges for Waterworks Service Sizes 4-Inch through 144-Inch (100mm through 3,600mm).
9. AWWA C600—Installation of Ductile-Iron Water Mains and their Appurtenances.
10. AWWA C651—Disinfecting Water Mains.

D. International Organization for Standardization (ISO)

1. ISO-9001—Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing.

E. NSF International (NSF)

1. NSF 61—Drinking Water System Components – Health Effects.

1.6 QUALITY ASSURANCE

A. Source Quality Control:

1. The ductile iron pipe manufacturer shall submit certification fitting products meet all tests required by AWWA C151.
2. All materials shall be new and have a manufacturer's certificate verifying compliance to all tests and inspections as required in this Section. The weight, class, and casting period shall be shown on each piece of pipe. The manufacturer's "mark," the year produced, and the word "Ductile" or the letters "DI" shall be cast or stamped on all pipe.

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS

A. See Section 15144, Pressure Testing of Piping, for testing requirements.

1.11 MAINTENANCE (NOT USED)

1.12 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED)

PART 2 PRODUCTS

2.1 JOINTS

A. Ductile iron fittings shall be furnished with mechanical joints ends as shown on the Drawings and specified in this Section:

1. Mechanical Joints: All buried ductile iron fittings shall be furnished with mechanical joint ends unless noted otherwise. Mechanical joints shall conform to ANSI A21.11/AWWA C111. Glands shall be constructed of ductile iron.

2.2 FITTINGS

A. General: Ductile iron pipe fittings shall be the compact type meeting the requirements of ANSI/AWWA C110 and C153 where applicable. Ductile iron, cement lined and seal coated. Fittings shall be manufactured in accordance with ANSI/AWWA C110.

1. Mechanical Joint: ANSI/AWWA C110/A21.10

a. Provide mechanical joint fittings for all buried fittings as shown in the Drawings, unless noted otherwise.
b. Provide specified gaskets.

2.3 LINING AND COATING

A. The Contractor shall provide lined ductile iron piping and fittings in accordance with the Drawings. The Contractor shall perform all field measurements confirming the accuracy of the piping sizes and lengths shown on the Drawings. The Contractor shall notify the Engineer immediately before deviating from or altering the lining of ductile iron piping shown on the approved layout schedule.

B. Cement-Lined Ductile Iron Pipe and Fittings: Interior surfaces of all cement-lined ductile iron pipe, fittings, and specials shall be cleaned and lined in the shop with a standard thickness cement-mortar lining applied in conformity with AWWA C104, Portland cement mortar. Every precaution shall be taken to prevent damage to the lining. If lining is damaged or found faulty at delivery site, the Contractor shall repair or replace damaged or unsatisfactory portions with lining conforming to these Specifications at no additional cost to the Owner. Pipe linings for potable water lines shall be NSF/ANSI 61 approved.

All ductile iron pipe and fittings cement-mortar linings shall be surface sealed with an asphaltic seal coating, 1 mil, in accordance with AWWA C104.

2.4 MANUFACTURERS

A. Acceptable ductile iron pipe manufacturers include US Pipe, American Ductile Pipe, or Griffin Pipe.

2.5 BOLTS

A. General: The Contractor shall provide stainless steel, ASTM A307, Grade A hex head bolts and ASTM A563, Grade A hex head nuts. Threads shall be as specified in ANSI B1.1 coarse thread series, Class 2A external and Class 2B internal. Nuts, bolts, and gaskets for flanged fittings and blind flanges shall be designed to withstand the design and test pressure ratings for the pipe.

2.6 GASKETS

A. Gaskets for mechanical joints shall be compatible with potable water pipe service. See Section 15055, Piping Systems, for gasket requirements.

2.7 RETAINER GLANDS

A. Retainer glands shall be provided for all buried ductile-iron mechanical joints, fittings, and ductile-iron pipe connections to buried valves. Retainer glands shall be designed for joint retaining through the use of a follower gland and set screw-anchoring devices that impart multiple wedging action against the pipe. The

mechanical joint-restraint device shall be UL listed and shall have a working pressure of at least 250 psi with a minimum safety factor of 2.

1. Gland: Manufactured of ductile iron conforming to ASTM A536. Gland dimensions shall match ANSI A21.11 and A21.53.

2. Restraining Devices: Manufactured of ductile iron heat treated to a minimum hardness of 370 BHN. Restraining devices shall incorporate a set screw/twist-off nut bolt to ensure the proper actuating of the restraining device. The twist-off nut shall be designed to come off at the torque limit desired to anchor the restraining device in place on the pipe.

3. Joint Deflection: Retainer gland joint deflection shall be limited to manufacturer's recommended maximum deflection angle. Joint deflection shall be applied before the set screws are torqued.

4. Acceptable Manufacturers:

PVC Pipe	Ductile Iron Pipe
EBAA Iron Megalug® Series 2000 PV	EBAA Iron Megalug® Series 1100
Ford Series Uni-Flange® Series UFR 1500	Ford Uni-Flange Series® UFR 1400
Sigma One-Lok® Model D-SLCE Domestic Wedge Restraint	Tyler Union C110

2.8 EXTERNAL PIPE RESTRAINTS

A. Ductile iron pipe push-on (bell and spigot) joint restraint shall be provided by a restraining harness consisting of a restraint ring, connecting tie-rods, and split-ring assembly installed at all push-on joints. The restraint ring shall consist of wedging components made from 60-42-12 ductile iron conforming to ASTM A536 and wedges heat treated to minimum 370 BHN. Torque limiting twist-off nuts shall be provided on each wedge to ensure proper applied installation torque. The split ring shall be made from 60-42-12 ductile iron conforming to ASTM A536. The connecting rods shall be made of steel conforming to ANSI/AWWA C111/A12.11. Sizes 4- to 16-inch-diameter restraining harnesses shall have 350-psi maximum working pressure rating and 18- to 36-inch-diameter restraining harnesses shall have 250-psi maximum working pressure rating. All harnesses shall be designed with a 2-to-1 safety factor applied to the maximum working pressure rating.

B. Acceptable Manufacturers:

1. For DIP: EBAA Iron Series 1700 or Ford Uni-Flange® Series 1390-C
2. For PVC: Sigma Series PWP, EBAA Iron Series 1600, or Ford Uni-Flange® Series 1390-C

2.9 INTERNAL PIPE RESTRAINT

A. Acceptable Manufacturers:

1. American Ductile Iron Pipe:
   a. Fast Grip ® Gasket
   b. Flex Ring ® Joint

2. US Pipe:
   a. Field Lok ® Gasket
   b. TR Flex Restrained Joint Pipe and Fittings

2.10 POLYETHYLENE BAGGING

A. Polyethylene bagging for buried ductile iron pipe, fittings, and valves shall be 8 mils thickness minimum polyethylene, manufactured in accordance with ASTM D1238, Type I, Class C, Grade E1.

2.11 COLOR CODING OR MARKING

A. All potable water main pipe, including fittings, shall be color coded or marked using blue as a predominant color to differentiate drinking water from reclaimed or other water.

PART 3 EXECUTION

3.1 HANDLING PIPE AND FITTINGS

A. Care shall be taken in loading, transporting, and unloading to prevent injury to the pipe, fitting, lining, and coating. Pipe and fittings shall not be dropped. All pipe and fittings shall be examined before installation, and no piece that the Engineer finds defective shall be installed. The Contractor shall repair any damage to the pipe and fittings coating and/or lining as directed by the Engineer. If the Engineer determines that the coating and/or lining cannot be repaired, the Contractor shall replace the damaged pipe and fittings at no additional compensation.

B. All pipe and fittings shall be subjected to a careful inspection immediately before

installation.

C. If any defective pipe is discovered after it has been installed, the Contractor shall remove and replace it with a pipe in satisfactory condition at no additional expense to the Owner.

3.2 PIPE INSTALLATION

A. The Contractor shall provide and use proper implements, tools, and facilities for the safe and convenient performance of the work. All pipe, fittings, valves, and appurtenances shall be lowered carefully into the trench and at above-grade locations to prevent damage to the pipe, protective coating, lining, and polyethylene bagging. Under no circumstances shall pipeline materials be dropped off or dumped. A trench shall be dewatered before the pipe is installed.

B. The Contractor shall carefully examine all pipe fittings, valves, and other appurtenances for damage and other defects immediately before installation and before bagging buried ductile-iron pipe. The Contractor shall mark and hold defective materials for inspection by the Engineer, who may prescribe corrective repairs or reject the materials.

C. The Contractor shall remove all lumps, blisters, and excess coating from the socket and plain ends of push-on joint pipe for buried service. The outside of the plain end and the inside of the bell shall be wiped clean and dry and be free from dirt, sand, grit, or any foreign material before the pipe is laid in trench.

D. The Contractor shall prevent foreign material from entering the pipe while the pipe is being placed in the trench. During installation, no debris, tools, clothing, or other materials shall be placed in the pipe.

E. As each length of buried pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

F. When pipe is not being laid, the open ends of pipe shall be closed by a watertight plug or other means approved by the Engineer. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

G. Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

H. Joint Assembly: Pipe joints shall be assembled in accordance with the

manufacturer's instructions and the requirements of ANSI/AWWA C600. For Push-On, Restrained Joint, or Mechanical Joint, the Contractor shall joint piping in accordance with the manufacturer's recommendations. Provide all special tools and devices, such as special jacks, chokers, and similar items required for proper installation. Lubricant for the pipe gaskets shall be furnished by the pipe manufacturer, and no substitutes will be permitted under any circumstance.

I. Pipe Deflection: When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane or where long radius curves are permitted, the amount of deflection shall not exceed that shown in ANSI/AWWA C600 and that recommended by the retainer gland manufacturer for mechanical joint pipe and fittings.

J. Pipe Cutting: For inserting valves, fittings, or closure pieces pipe shall be cut in a neat, workmanlike manner without damaging the pipe or lining. Ductile cast iron may be cut using an abrasive pipe saw, rotary wheel cutter, guillotine pipe saw, milling wheel saw, or oxyacetylene torch. Cut ends and rough edges shall be ground smooth, and for push-on joint connections the cut end shall be beveled.

3.3 SURFACE PREPARATION AND PAINTING

A. All buried steel bolts, nuts, washers, rods, harnesses, clamps, sleeves, and appurtenances shall be painted as specified below:

1. Type: High solids Cycloaliphatic Amine epoxy or phenolic epoxy having minimum volume solids of 80% (ASTM D2697).
2. Service Conditions: Buried metal, such as valves, flanges, bolts, nuts, structural steel, and fittings.
3. Surface Preparation: Solvent clean per SSPC-SP1 to remove contaminants from the surface. Abrasive blast per SSPC-SP-10, Near White Metal Blast Cleaning.
4. Coating System: Apply three or more coats of Ameron 400; Tnemec 104 HS (6.0 to 8.0 mils per coat); ICI Devoe Bar-Rust 233H; Carboline 890LT; Sherwin-Williams Tank Clad HS B62-80 Series/B60V80 Series at 5.0 to 8.0 mils/coat or equal; 30 mils total. Maximum thickness of an individual coating shall not exceed the manufacturer's recommendation.

3.4 INSPECTION, TESTING, AND DISINFECTION

A. See Section 15055, Piping Systems; Section 15141, Disinfection of Piping; and Section 15144, Pressure Testing of Piping.

END OF SECTION

SECTION 15291
POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. This Section covers the work necessary to furnish, install, and complete the AWWA C900 DR 18 and ductile iron fittings specified.

1.2 RELATED WORK

A. Section 01330, Submittals and Acceptance.
B. Section 02240, Dewatering.
C. Section 02305, Earthwork for Utilities.
D. Section 15155, Ductile Iron Fittings.

1.3 SUBMITTALS

The Contractor shall submit shop drawings in accordance with Section 01330, Submittals and Acceptance:

A. All PVC pipe and fittings to be installed under this Contract shall be inspected and tested at the location where the material for this project is manufactured. The Contract shall submit certificates of such tests and their results.

B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable Sections of the Specifications.

1.4 WORK SEQUENCE (NOT USED)

1.5 REFERENCE STANDARDS

Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.

A. American Society of Testing Materials (ASTM)

1. ASTM A242—Standard Specification for High-Strength Low-Alloy Structural Steel.

2. ASTM A536—Standard Specification for Ductile Iron Castings.
3. ASTM D2241—Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
4. ASTM F477—Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

B. American Water Works Association (AWWA)

1. AWWA C900—Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings for Water Transmission and Distribution.

1.6 QUALITY ASSURANCE (NOT USED)

1.7 WARRANTIES

A. Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Specification Section 01780, Warranties and Bonds.

1.8 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall adhere to the requirements specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified in this Section.

1.9 QUALIFICATIONS (NOT USED)

1.10 TESTING REQUIREMENTS (NOT USED)

1.11 MAINTENANCE (NOT USED)

1.12 OPERATIONS AND MAINTENANCE (O&M) MANUALS (NOT USED) PART 2

PRODUCTS

2.1 PVC PRESSURE PIPE

A. PVC Pressure Piping:

1. Unless otherwise noted, PVC pressure pipe for nominal diameters 4 inches and larger shall conform to the requirements of AWWA C900 DR 18 with gasketed integral bell ends. Pipe shall be designed for maximum working pressure of not less than 150 psi. Pipe shall be made to ductile iron pipe ODs instead of IPS. The PVC pipe shall be blue and NSF

approved for potable water use.

B. Bell and Spigot:

1. Pipe joints shall be made with integral bell and spigot pipe ends. The bell shall consist of an integral thickened wall section designed to be at least as strong as the pipe wall. The bell shall be supplied with a factory glued rubber ring gasket that conforms to the manufacturer's standard dimensions and tolerances. The gasket shall meet the requirements of ASTM F477 "Elastomeric Seals (Gaskets) for Joining Plastic Pipe." PVC joints shall be "Ring-Tite" as manufactured by J-M Manufacturing Company, Inc. or an equal approved by the Engineer. Nontoxic gasket lubricant shall be as specified by the pipe manufacturer.

C. Restrained Joints:

1. The following pipe joints and fittings restraint methods can be used to prevent pipe joints and fittings from separating under pressure. No additional financial compensation will be provided to the Contractor for providing the following methods of restraint:

a. C-900 PVC pipe bell and spigot joints (4-inch- through 12-inch-diameter pipe) shall be restrained with the EBAA Iron MEGALUG® Series 1600 Restrainer, Ford Uni-Flange Series 1390-C or Sigma Series PWP. The Series 1600 restrainers shall provide a minimum of 150-psi restraint to DR 18 (Class 150) pipe with a 3 to 1 safety factor.

b. C-900 PVC pipe bell and spigot joints (larger than 12-inches) shall be restrained with the EBAA Iron MEGALUG® Series 2800 Restrainer, Ford Uni-Flange Series 1390-C or Sigma Series PWP. The restrainers shall provide a minimum of 200 psi restraint to DR 18 (Class 235) pipe with a 2 to 1 safety factor.

c. Mechanical joint fittings used with PVC pipe (3-inch- through 36-inch-diameter DR 18 pipe) shall be restrained with the EBAA Iron MEGALUG® Series 2000 PV, Ford Uni-Flange Series UFR 1500, or Sigma One-Lok Model D-SLCE Domestic Wedge restraints. The restrainers shall provide a minimum of 150-psi restraint with a 2 to 1 safety factor. Clamping bolts and nuts shall be manufactured of corrosion- resistant, high-strength, low-alloy CORTEN steel meeting the requirements of ASTM A242.

d. All parts of the joint restraint systems shall be coated with a coal tar epoxy Mega-Bond coating system by EBAA Iron, Inc. or

Engineer-approved equal.

2.2 PVC PRESSURE PIPE FITTINGS

A. Fittings for use with large PVC pipe shall be ductile-iron fittings conforming to the requirements of mechanical joint fittings as specified in Section 15155, Ductile Iron Fittings.

B. Exterior Coating

1. Exterior coating for fittings shall be as specified in Section 15155, Ductile Iron Fittings.

C. Lining

1. Lining for fittings shall be as specified in Section 15155, Ductile Iron Fittings.
2. Any damaged lined areas shall be repaired in accordance with the manufacturer's recommendations so that the repaired area is equal to the undamaged lined areas.

PART 3 EXECUTION

3.1 EXAMINATION

A. The Contractor shall examine pipe and appurtenances shall be examined at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

3.2 PIPE INSTALLATION

A. Proper implements, tools, and facilities shall be provided and used for the safe and convenient performance of the work. All pipe, fittings, and valves shall be lowered carefully into the trench using suitable tools or equipment to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench. The trench shall be dewatered before installing the pipe in accordance with the Specifications.

B. The sealing surface of the pipe, the inside of the bell, and the inside of the gasket shall be cleaned immediately before assembly.

C. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

D. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

E. At all times when pipe laying is in progress, except when joining another piece of pipe, the open ends of the pipe shall be closed by a watertight plug or other means approved by the Engineer to prevent the entrance of objectionable materials. Care shall be taken to prevent pipe flotation.

F. Trench width at the top of the pipe, bedding conditions, and backfill placement and compaction shall be in accordance with the Contract Documents.

G. Joint Assembly

1. Pipe joints shall be assembled in accordance with the manufacturer's instructions.

H. Pipe Deflection

1. When it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane, the amount of deflecting shall not exceed 75% of that recommended by the manufacturer.

I. Pipe Cutting

1. Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis.

2. Burrs shall be removed from spigots, and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

J. Thrust Restraint

1. All pipe, tees, valves, bends, and etc., unless otherwise specified, shall be restrained using mechanical means as specified. Pipe restraint using the specified mechanical restraining system with the restrained joint schedule or tie-rods is also acceptable. Reaction blocking shall not be used on this project.

2. All ductile iron fittings, valves, mechanical restraint harnesses, and other forms of mechanical restraint shall be installed and wrapped in

polyethylene tube material as specified in Section 15155, Ductile Iron Fittings.

3.2 LOCATION AND IDENTIFICATION

A. All PVC water mains shall be installed with a tracer wire consisting of THHN, 10 gauge, continuous, copper with steel core, insulated wire laid along the length of the pipe from valve box to valve box. Acceptable tracer wire products are Reinforced Tracer Wire, SoloShot™ EHS or SuperFlex™, all manufactured by Copperhead® Industries, LLC.

All PVC water mains shall be color-coded BLUE for water lines, using a solid pipe color pigment and shall bear identification markings in accordance with AWWA C900 or ASTM D2241. All lettering shall appear legibly on pipe and shall run the entire length of the pipe. Lettering shall be appropriate for the intended use.

3.3 TESTING

A. See Section 15144, Pressure Testing of Piping, for the requirements of pipe flushing, cleaning, pressure and leakage testing, and inspection requirements.

B. See Section 15141, Disinfection of Piping, for the disinfection requirements.

END OF SECTION

AGENDA ITEM NO. 8.s

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Project Approval - Sanitary Manhole Lining in LS14 Service Area

SUGGESTED ACTION: Approval to move forward with the project; included in the FY2024 budget approved by Council in Sept 2023 as part of the GL account 40859000-563000-24505.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In September 2023, Council approved the budget for manhole lining in GL account 40859000-563000-24505. The request for approval is for one of several work assignments associated with this GL number for FY2024. The work is authorized by PB 21-10KC Extension 1; approved by Council on June 12, 2024, and expires on February 28, 2025.

FINANCIAL IMPACT:
Overall manhole lining budget approved in September 2023; this work assignment is one of several within GL account 40859000-563000-24505.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve moving forward with completing the manhole lining work assignment.

ATTACHMENTS:

Proposal from GML Coatings
PB-21-10KC with GML Coatings LLC

10315 Technology Terrace ● Lakewood Ranch, FL 34211 ● Office: 941.755.2176 ● Fax: 941.755.2428 ● www.gmlcoatings.com

QUOTATION DATE: Monday, July 1, 2024
PROPOSAL #: 24126
SERVICE AREA: LS 14

Kim Clayback
City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting
- Pipe Cleaning, CCTV Inspection & Laser Measurement
- Low Pressure Air Testing & Deflection Testing

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B14MH510	4.00	3.00	$2,956.78
2	B14MH507	4.00	4.50	$2,850.73
3	B14MH550	4.00	3.50	$2,317.55
4	B14MH156	4.00	4.00	$2,141.20
5	B14MH157	4.00	3.50	$2,315.43
6	B14MH026	4.00	5.00	$3,774.88
7	B14MH165	4.00	2.50	$2,575.50
8	B14MH039	4.00	4.00	$3,492.08
9	B14MH038	4.00	5.50	$3,386.03
10	B14MH033	4.00	7.00	$5,094.95
11	B14MH214	4.00	3.00	$2,047.78
12	B14MH164	4.00	3.00	$2,047.78
13	B14MH023	4.00	4.50	$3,308.99
14	B14MH021	4.00	4.00	$4,457.16
15	B14MH162	4.00	4.00	$2,544.66
16	B14MH161	4.00	4.50	$3,308.99
17	B14MH160	4.00	5.00	$4,430.32
18	B14MH159	4.00	4.50	$4,112.24
19	B14MH051	4.00	3.50	$3,476.07
20	B14MH499	4.00	6.00	$5,178.17
21	B14MH503	4.00	6.00	$4,263.23
22	B14MH516	4.00	4.00	$2,990.91
23	B14MH522	4.00	6.00	$5,178.17
24	B14MH126	4.00	14.00	$11,182.42
25	B14MH154	4.00	5.00	$4,430.32
26	B14MH219	4.00	7.00	$5,814.34
27	B14MH213	4.00	5.00	$4,542.01
28	B14MH218	4.00		
29	B14MH024	4.00		
30	B14MH163	4.00		
31	B14MH170	4.00		
32	B14MH169	4.00		
33	B07MH188	4.00	3.50	$2,672.82
		TOTAL=		**$106,891.51**

TERMS AND CONDITIONS

I. Prices contained in this proposal are only valid for thirty (30) days from the date of this proposal; any time period beyond these 30 days may result in prices being subject to re-negotiation.

II. All these terms and conditions shall remain in effect during the duration of the project and shall be controlling as to any claim, dispute, warranty or issue arising after the work.

III. Changes to the scope of work contained in this proposal may be considered a change order and subject to re-negotiated pricing. GML Coatings, LLC. reserves the right to review any change order to determine if any change in terms and conditions is required.

IV. Payment shall be made by check to the operator the day of scheduled service, or in payments (if pre-approved for credit terms) as a percentage of the whole contract every 30 days based upon the percent of work completed and invoiced, without any retainage being held by Customer. No Retention. Final payment shall be made within 30 days of substantial completion of GML Coatings, LLC. work. There will be a 1.5% per month charge for any balance not paid within 30 days.

V. The Non-disclosure of Prevailing Wage rate requirements prior to issuance of this proposal may result in the difference between GML Coatings, LLC. pay rates and the regulated Pay rates being added to the invoice at the time of Billing.

VI. The customer stated above and GML Coating, LLC. agrees to cooperate in scheduling to avoid conflicts or interference with either party's performance.

VII. GML Coatings, LLC. is unable to schedule or carry out any work on this project until a Signed and Accepted Proposal or Sub Contract is received by GML Coatings, LLC. confirming that all Prices and the terms and conditions are accepted as presented. It is understood and agreed that these terms and conditions shall prevail over any inconsistent term in Customer's purchase order or other documents. No terms and conditions altering or modifying the provisions shall be binding on GML Coatings, LLC. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior approvals and negotiations are merged herein.

VIII. It is agreed that the exclusive venue for all claims, actions or suits concerning the validity, interpretation performance of any of the terms, provisions or warranties of this Agreement, or any other matter relating to Agreement shall be in a court of competent jurisdiction in Manatee County, Florida, with the prevailing party being entitled to recover its attorney's fees and legal costs incurred before, during and after suit, and through trial and appeal, from the other party.

IX. No claim for damage or any claim other than for an extension of time shall be asserted against GML Coatings, LLC. by reason of any delay no matter how caused and GML Coatings, LLC. shall not be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control.

X. GML Coatings, LLC. liability in any claim or action related to its work under this Proposal shall in no event exceed the amount of the Proposal and such liability may be fully discharged by a reimbursement of any payments received by GML Coatings, LLC. from Customer under this Proposal. This limitation of liability is expressly intended to apply to all types of claims, including but not limited to claims for GML Coatings, LLC. own negligence. GML Coatings, LLC. shall have no liability or responsibility for any damages or injuries caused by others or caused by events or circumstances beyond its reasonable control.
XI. Customer is responsible for advising GML Coatings, LLC. in writing at the time of accepting this Proposal of any and all objects, structures, pipes, cables, lines or other such items which could be damaged by GML Coatings, LLC. during the performance of its work.

XII. Customer shall immediately inspect the work when substantially completed by GML Coatings, LLC. and advise GML Coatings, LLC. in writing of any aspect of the work which is not acceptable, providing GML Coatings, LLC. a reasonable opportunity to address such issue. A full and complete acceptance of the work shall be presumed upon the Customer making final payment. GML Coatings, LLC. warrants its work will be free from defects and be performed in a good workmanlike manner. GML Coatings, LLC. provides no warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. GML Coatings, LLC. shall not be responsible for any special, incidental or consequential damages.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

CUSTOMER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

Please indicate by circle if this is:

Certified Payroll Project	**YES**	**NO**
Prevailing Wage Conditions	**YES**	**NO**
An EEO Project	**YES**	**NO**

GML COATINGS SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

We appreciate the opportunity to work for you. The information below is intended to help you with contacts in in our working relationship.

COMPANY INFORMATION

GML Coatings, LLC.
10315 Technology Terrace
Lakewood Ranch, FL 34211

INSTRUCTIONS FOR EXECUTING CONTRACT AGREEMENT

Please print, execute and return a signed copy of the following proposal and all associated documents. Please note that proposals are valid for 30 days and are subject to re-negotiation after that point. After the proposal is received and fully executed, the document will be signed and one original will be returned to you for your records.

Please be sure to:

- Identify FDOT#'s and Project Fin#'s.
- Notify us of Prevailing Wage, Certified Payroll, and EEO circumstances. Provide accompanying documentation and contact information for the officers responsible for handling each.
- Complete Credit Application for credit terms (New Customers Only).
- Contact Scheduling Project Manager within 90 Days or as soon as possible to schedule new projects. Notify us immediately of any scheduling conflicts or changes.

First Contract Extension of PB-21-10KC between GML Coatings LLC and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-21-10KC (the "Extension"), is made this 12th day of June 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and GML Coatings, LLC, a Florida limited liability company (hereafter referred to as "Contractor), with a principal office located at 10315 Technology Terrace, Bradenton, Florida 34211.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-21-10KC (the "Contract") on October 13, 2021, whereby Contractor was to provide the City with as needed sanitary sewer, stormwater, line and manhole rehabilitation services;

WHEREAS, the Contract period is for three years, through October 12, 2024;

WHEREAS, the Contract was a piggyback contract of Manatee County agreement No. 21-R075323JH and such contract provided for two (2) one (1) year renewal options;

WHEREAS, the Parties desire to extend the term of the Contract for an additional one-year period to February 28, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract.** The following provisions of the Contract are hereby amended, and such amended term shall prevail over conflicting provisions of the Contract:
   a. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on February 28, 2025.
3. **Affirmation.** Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and

the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts.** This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 12th day of June, 2024.

Justin Randolph, as President — 6/4/24
GML Coatings, LLC — Date

Gene Brown — 6/12/2024
Gene Brown — Date
Mayor, City of Bradenton

Erin Jones — 06/05/2024
Erin Jones, CPPB, NIGP-CPP — Date
Purchasing Manager, City of Bradenton

AMENDMENT NO. 2 TO AGREEMENT NO. 21-R075323JH
FOR SANITARY SEWER, STORMWATER, LINE & MANHOLE REHABILITATION SERVICES

This Amendment No. 2 to Agreement No. 21-R075323JH (hereinafter referred to as "Amendment") is made as of this 29th day of February, 2024 (hereinafter referred to as "Effective Date") between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter referred to as "County") and GML Coatings, LLC., a Florida limited liability company, whose address is 10315 Technology Terrace, Bradenton, FL 34211, (hereinafter referred to as "Contractor"); collectively referred to as the "Parties" and individually as "Party".

WHEREAS, on March 1, 2021, the Parties hereto entered into Agreement 21-R075323JH for sanitary sewer, stormwater, line & manhole rehabilitation services (hereinafter referred to as "Agreement"); and

WHEREAS, on February 15, 2023, the Parties hereto entered into Amendment No. 1 to incorporate Exhibit B, Fee Rate Schedule Revised; and

WHEREAS, the County has determined a need to extend the Agreement; and

WHEREAS, Contractor agrees to continue to provide sanitary sewer, stormwater, line & manhole rehabilitation services to the County in accordance with the terms and conditions of the Agreement.

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

1. **Recitals.**
   The above recitals are true and correct and are incorporated herein by reference.

2. **Agreement Term**
   This Amendment No. 2 hereby renews the Agreement beginning February 29, 2024 and ending February 28, 2025.

3. **Agreement**
   The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties.

4. **Terms and Conditions.**
   Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

   [Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

GML COATINGS, LLC.

By: _____

Printed Name: Justin Randolph

Title: President

Date: 2/22/24

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: Jacob Erickson, MBA, CPPO, NIGP-CPP
Digitally signed by Jacob Erickson, MBA, CPPO, NIGP-CPP
Date: 2024.02.22 13:45:18 -05'00'

Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

Date: _____

AGENDA ITEM NO. 8.t

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	July 24, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Project Approval - Vulnerability Assessment (FDEP Resiliency Study)
SUGGESTED ACTION:	Approval for the project costs related to the Vulnerability Assessment.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City received a grant from FDEP to conduct a Vulnerability Assessment. The FDEP is contributing $120,000 of the $180,000 needed for the study. The City portion of the total fee is budgeted in GL account 30158200-563000-24804. The study was initiated in Fall 2023 and this request is for the formal approval of the budget directly associated with the project.

FINANCIAL IMPACT:
Project budget approved in FY2024 budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the budget associated with the grant funding and City's portion to complete the Vulnerability Assessment.

ATTACHMENTS:
Scope of Work for the Vulnerability Assessment

RFP 22-029TWS with Jacobs Engineering Group, Inc.

Jacobs

5401 W Kennedy Boulevard
Suite 300
Tampa, FL 33609
www.jacobs.com

September 5, 2023

Kim Clayback, PE
City of Bradenton
Public Works and Utilities
1411 9th St W
Bradenton, FL 34205

Subject: City of Bradenton - Vulnerability Assessment and Adaptation Strategy Development Scope and Fee Proposal

Dear Kim Clayback, May 22, 2023

JACOBS is pleased to offer this Scope of Work and Fee Proposal as task order 2023-02 under the scope of our Contract dated ~~May 22, 2019~~, to assist the City of Bradenton (City) to conduct a Vulnerability Assessment and prepare a list of Adaptation Strategies. We look forward to collaborating with the City to evaluate the current and future natural hazards facing the City, its residents and operations to inform mitigation measures for current threats and consider adaptation strategies for evolving threats to reduce or avoid future impacts and maintain City operations.

This statement of work includes a Vulnerability Assessment and development of Adaptation Strategies, with a focus on identifying near-term actions to build service reliability and Resilience for the City of Bradenton's public services.

The institutional knowledge the Jacobs team brings on municipal, utility and community infrastructure vulnerabilities and operations will guide this task order with a strong understanding of challenges, future needs, and the critical infrastructure to support continued operations.

1. Background

The City of Bradenton is an incorporated municipality within Manatee County, Florida. The City of Bradenton was incorporated in 1903 and was developed with the historical philosophy of "build it at the lowest point and let it flow to the river". This approach was still being used during development in the 1950's and 1960's. The City understands they have numerous vulnerable assets that will be impacted by flooding from, tidal/surge/sea level rise and extreme rain events as they sit right on the banks of the Manatee River (a tributary to Tampa Bay). Identification and prioritization of the remediation or adaptation of these vulnerable facilities is critical for the City of Bradenton to continue to serve the approximately 60,000 residents as well as the businesses and tourists that enjoy Bradenton. The vision is to prepare a vulnerability assessment and adaptation plan that will serve as a roadmap to hardening critical facilities, replacing and moving facilities where the cost is feasible, and mapping zones where development of critical facilities is not prudent.

The City Public Works Department owns or is responsible for multiple critical at-risk facilities. Some of which are easily identified, such as a wastewater lift station on the river with a critical elevation below the FEMA Base Flood Elevation. Other facilities are more challenging to identify, for example, a master wastewater lift station is outside the floodplain but the roads to access the lift station are

impassable in heavy rain events. The Vulnerability Assessment and List of Adaptation Strategies is intended to be a guiding document to support prioritization and investment in facilities where improvements are necessary to reduce risk and maintain reliable operations.

The City's municipal assets are independent of the County's. The City operates and maintains roadways; a wastewater treatment plant, sanitary collection system with lift stations; Aquifer Storage and Recovery (ASR), potable water treatment plant, transmission and distribution systems; Public Works Emergency Operations; Police and Fire Facilities; solid waste disposal; and debris management sites.

2. Project Understanding

The City has not yet performed a comprehensive vulnerability assessment. The focus of this study will be to identify and prioritize adaption actions for Public Works/Utility assets, including the potable water treatment plant and distribution system, wastewater treatment plant and collection system, solid waste disposal sites, and select supporting transportation routes (e.g. local arterials with flood vulnerabilities), and other select critical City facilities. Adaptation solutions will be focused on operational continuity for the City's critical public services for its residents, businesses and tourists.

This statement of work is based on our understanding of the City's interest to evaluate natural hazards including those affected by climate change, in compliance with State of Florida requirements for state funded projects and in alignment with the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program. These requirements dictate that eligible entities, such as the City, have a vulnerability assessment that evaluates potential impacts associated with 2040 and 2070 planning horizons and including sea level rise, based on the NOAA 2017 SLR projections.

In addition to meeting state requirements, this assessment will provide a detailed understanding of possible vulnerabilities and risks associated with natural hazards and climate change and the identification of strategies to preempt those impacts and support continued City operations. The project will emphasize a list of adaptation actions for critical Public Works, Utilities and other critical City services that may serve as a framework for future adaptation planning and to inform the City's capital planning activities.

Key goals of the project include:

- Assess the City's asset vulnerabilities, and develop a list of hazard mitigation, and adaptation actions focused on critical near-term actions to help guide City planning efforts.
- Enhance the City's GIS databases to include infrastructure planning and resilience related metrics.
- Map vulnerable assets and areas where the placement of critical assets would not be prudent.

The proposed project approach includes the following tasks:

1. Kickoff and Goal Setting Meeting (ID hazards, planning horizons, objectives) & Project Management
2. Stakeholder Engagement
3. Data Collection and Hazards Review (includes desktop review of hazards, and City policies/ guides/standards)
4. Asset Inventory and Criticality Review
5. Vulnerability (Exposure & Sensitivity) Assessment
6. Develop Adaptation Strategies

Crosswalk with FDEP Grant Agreement Tasks/Deliverables

Grant Task #	Task Description	Jacobs Task #	Jacobs Proposed Task
1	Kickoff Meeting & Project Management (recommended)	1	Kickoff and goal setting meeting & PM
2	Public Outreach Meeting #1 (recommended)	2	Stakeholder Engagement
3	Acquire Background Data (required)	3	Data Collection and Hazards Review
4	Critical and Regionally Significant Asset Inventory (optional)	4	Asset Inventory and Criticality Review
5	Exposure Analysis (required)	5	Vulnerability Assessment (exposure)
6	Sensitivity Analysis (required)	5	Vulnerability Assessment (sensitivity)
7	Public Outreach Meeting #2 (recommended)	2	Stakeholder Engagement
8	Final Vulnerability Assessment Reports, Maps, and Tables (required)	5	Vulnerability Assessment (vulnerability)
9	Adaptation Plan (optional)	6	Adaptation Strategy Development
10	Peril of Flood Compliance (optional)		

3. Project Approach:

The proposed tasks included in this task order are further described below.

Task 1. Project Administration

Task 1.1 Project Kickoff and Goal Setting Meeting

This task involves an in-person meeting, of approximately two to four-hour duration, with at least two (2) Jacobs team members attending in person. The meeting will involve the City's project team to discuss project administration and logistics, communication protocols, deliverables, schedule, and project objectives.

Meeting objectives are anticipated to include:

- Understanding of the City's mission, vision, flood mitigation strategy preferences, operations, City masterplan, capital plans, and public outreach engagement.
- Identification of limits of work (inclusion/exclusion of facilities, infrastructure, etc.), facility criticality, hazards to be reviewed, flood mechanisms, planning horizon & climate projections, alignment with state and local plans/policies and funding programs, and potential interactions with residents, adjacent properties, and ecosystems, including surface waters.
- Establishing the hazards and planning horizons to be evaluated.
- Discussion of critical success factors and how the information is anticipated to be used.
- Assisting in identifying committee to provide guidance and recommendations throughout the project.
- Identification of team for Public Outreach Meetings.

Deliverables:

- List of data needs
- Updated project and deliverables schedule
- Agenda and meeting minutes

Assumptions:

- City to coordinate and facilitate meeting invite.
- An initial list of data needs will be provided to the City in advance of kickoff meetings to facilitate data sharing.
- Project deliverables will be submitted electronically as PDF files, unless otherwise specified herein.

Task 1.2 Project Management

PM duties will run concurrently throughout the duration of this project and will entail the following activities:

- Project startup and close out,
- Monthly project progress calls, and
- Monthly invoicing
- Supporting and attending Public Outreach meeting

Deliverables:

- Agenda, attendees, meeting materials and minutes for each meeting held, as further described and included in each task, below.

Assumptions:

- City staff to host Public Outreach meeting, facilitated by the Jacobs team.

Task 2. Stakeholder & Steering Committee Engagement

Engagement with key internal (City staff) and external (other) stakeholders will be essential to identifying potential vulnerabilities associated with critical City facilities and operations, and to build support for the plan and resulting action items. These representatives identified by the City team will form a steering committee to participate in events at key milestones in this project, as will be identified in the stakeholder engagement plan. Based on the outcome of the kickoff and goal setting meeting, a plan will be developed to engage the identified stakeholders throughout the duration of the project, at specific milestones and meetings identified in this task order, as approved by the City team.

While internal stakeholders will be comprised of City staff from varying departments, external stakeholders may include representatives from the following entities, at the City's discretion:

- Fire Department
- Police Department
- Manatee County
- Florida Power and Light
- Communications service provider(s)
- Florida Department of Transportation

This task includes two (2) virtual stakeholder engagement meetings (with external stakeholders) to discuss the project intent and solicit input/feedback on the draft assessment. Two Jacobs staff will attend these virtual meetings, hosted by the City.

Deliverables:

- Stakeholder engagement plan
- Agenda, list of attendees, meeting materials and minutes in electronic format for each meeting held.

Assumptions:

- City staff to identify and coordinate involvement of key internal and external stakeholders for inclusion in the project.
- City staff to lead development of and mailing/emailing of stakeholder invitations for virtual meetings.
- City to host meetings with stakeholders, which will be facilitated by the Jacobs team.

Task 3. Data Collection and Hazards Review

Task 3.1 Data Collection & Review

This task involves collecting information on the physical features of the City, such as its assets and facilities, and information on historic flood or storm events, relevant operations data, and other supporting information required to perform the vulnerability assessment and support development of adaptation strategies.

A desktop analysis of select City facilities will be performed. This assessment will evaluate general facility conditions using a (good, fair, poor) rating system based on data provided by the City, as it relates to the facility's ability to serve its intended function, with emphasis on how exposure to flooding and other identified natural hazards could impact asset or system function.

Facilities included in the assessment, will include Public Works and Utilities assets, which may include:

1. Water treatment plant
2. Wastewater treatment plant
3. City Police and Fire Facilities
4. Access Roads & Evacuation routes serving select City facilities
5. City Hall & operations facilities

The data to be requested from the City or collected from other sources as part of this task may include the following, where available:

- Existing plans/studies and assessments related to facility vulnerabilities
- City/County plans or policies related to climate change, sea level rise, or related studies
- Inventory/list of City-owned buildings/facilities and equipment (utility infrastructure)
- Select public building finish floor elevations (elevation certificates, where available)
- Elevation of sea walls/tidal barriers
- List of utility service providers and critical infrastructure that serves the City
- Asset management information (age, condition, criticality and remaining service life)
- List of recent projects, and capital improvement plans
- Information on historical flooding or erosion events
- Environmental/ecological/archaeological resource studies
- Topo survey, bathymetry, LiDAR derived surface DEM, GIS asset data, building footprints, land use, soil types
- Tidal and rainfall observations (local weather/tide stations)
- Storm surge modeling results

Task 3.2 Natural/Climate Hazards Review

This task involves identifying the natural hazards (including climate effects) to be evaluated as part of this task order and develop the scenarios associated with each, where applicable, to inform the vulnerability assessment (exposure/sensitivity analysis) and strategy development. This task looks at the impact of each of the storm scenarios on the identified critical assets. The development of the data will be in a GIS format that meets the FDEP Resilient Florida GIS Data and Metadata requirements.

Natural hazards which may be considered, include:

- Flooding (tidal, rainfall, surge and SLR)
- Extreme wind
- Extreme temperatures (hot, cold)
- Drought
- Fire
- Lightning
- Corrosion (water, air)
- Shoreline erosion

In addition to natural and climate related hazards, other types of facility, staff and operational hazards (e.g. chemicals, security, structural), where applicable, may also be documented, as observed and at the discretion of the Jacobs team.

Up to 5 flood scenarios including current and future conditions using NOAA's 2017 SLR projections will be evaluated to determine current and future flood exposure of City facilities. During this task, recent tidal observation data from NOAA and other available online sources will be compiled and analyzed, where available, to develop the flood elevations used in this analysis.

Flood scenarios to be evaluated include:

Scenario #	Design Storm (rainfall & surge)	Planning Horizon	Sea Level Projection (NOAA Int. Low curve)	Sea Level Projection (NOAA Int. High curve)
1	100-year	current	-	-
2		2040	0.4 ft	0.8 ft
3		2070	1.0 ft	2.8 ft

Note: Based on NOAA 2017 SLR projections at St. Petersburg tide gauge, using 2020 baseline.

Deliverables:

- Data Collection Summary
  - Refined list of relevant data (as determined by Jacobs) to be provided by the City
  - Summary memo of all data collected and reviewed
- Hazard Identification Summary
  - Draft data findings of existing facilities
  - Summary memo of hazards identified, for inclusion in vulnerability assessment
- Newly created GIS files and associated metadata of the data compiled, where applicable
- Virtual meeting with City to discuss hazards identified, for use in vulnerability assessment

Assumptions:

- Anticipate utilizing existing data for flood (exposure) analysis.
- All elevations will be documented in terms of NAVD 88 vertical datum.
  - An updated tidal datum will be used based on recent tidal records from the current epoch.
- No testing equipment or detailed assessment methodologies such as ASCE will be used for the facility assessment; it will be based on desktop analysis of provided information only.
- City staff will provide requested data, where available, within 2 weeks of request to avoid schedule delays.
- City staff to provide comments to draft submittals within 2-weeks of receipt.
- Coastal Riverine and Overland Flood Modeling not included in this task order
- Facility condition assessment exclusions:
  - Stress testing will not be conducted, including the use of specialized equipment.
  - No warranties are provided regarding the accuracy or completeness.
  - Structural, electrical and mechanical condition and associated service life remaining.

- Input from the City stakeholders will be coordinated through the City project team.

Task 4. Asset Inventory and Criticality Review

The data collected from Task 3 will be used to partly inform this task. A list of the assets under City Public work's jurisdiction will be identified and assigned a criticality rating (low, medium, high). The ratings will be assigned via a criticality analysis. Criticality analysis (CA) is a structured and systematic method of assessing the risk asset failures pose to help prioritize actions. The method is used to rank the criticality of assets relative to each other; the criticality rating will be based on a framework, which will take multiple factors into account, including:

- Asset's significant value to the City's overall operations
- Financial/Environmental/Safety impact to the City if asset is affected
- Single point of failure

The data, input from stakeholders, and information collected from the City in Task 3 will be used to develop a list of assets for inclusion in the Vulnerability Assessment.

Deliverables:

- Summary list or spreadsheet of assets identified along with their criticality rating.
- GIS map visualizing the assets spatially and tagging their criticality rating.
- Virtual meeting with City to discuss asset inventory list and assigned criticality rating, for use in vulnerability assessment.

Assumptions:

- Input from the City stakeholders will be coordinated through the City team.
- City staff to provide comments to draft submittals within 2-weeks of receipt.

Task 5. Vulnerability Assessment (Exposure & Sensitivity)

This task involves an assessment of the City's select facilities and operational vulnerabilities, associated with the hazards identified in Task 3. Vulnerabilities will be determined from a review of exposure, sensitivity, and adaptive capacity/redundancy (where applicable, and where data is available) of critical infrastructure, facilities, and select operations based on the City provided data for each.

For the flood vulnerability, a pathway and exposure analysis of City facilities listed in Task 4, will be performed for each of the select flood scenarios. Flood sensitivity will be determined by comparing the flood scenario elevations to the facility/asset elevations and due to facility materials, function, condition, and access. Findings will be submitted to and discussed with the City prior to finalizing.

Vulnerability will be determined using the following equation:

Vulnerability = Exposure x Sensitivity

A draft Vulnerability Assessment report will be prepared along with supporting maps, tables, analysis and summaries of findings for City review. Memo(s) that summarize (exposure and sensitivity) will be prepared, as required, to support State Grant deliverables and progress reports. After addressing City comments on the draft Vulnerability Assessment, a final Report will be prepared including the maps, tables and GIS, as required per FDEP grant.

The Final Vulnerability Assessment report shall include:

- Maps, tables and supporting information used to evaluate and communicate select hazard mitigation/adaptation strategies.
- GIS files of all data collected and associated source metadata per the FDEP Resilient Florida Program requirements.
- Summary of steering committee and stakeholder engagement.

Deliverables:

- Vulnerability Assessment Report of identified critical asset vulnerabilities.
- Virtual meeting with City to discuss findings of vulnerability assessment.
- Draft report for City team review including concept implementation projects (adaptation strategies), evaluation metrics and ranking methodology, and summary of resulting prioritized list of actions (includes one round of comments)
- Prepare for and attend a public stakeholder meeting to discuss the findings, as part of Task 2 Stakeholder engagement activities.
- GIS database and map(s) with all of the data used and developed for the project, including source metadata.
- Virtual meeting with City to share and solicit feedback.
- In person meeting with City to present the draft Strategy Adaptation Plan findings.
- Final Strategy Development Plan report

Assumptions:

- Flood analysis will leverage readily available information from previous modeling efforts.
- Flood exposure for each scenario will be determined using GIS bathtub style inundation analysis, based on current and future flood scenario elevations.
- Flood exposure analysis will only be performed on select critical City facilities and supporting infrastructure, as identified in Task 4.
- The methodology, analysis and data are intended to align with the State of Florida requirements and the Florida Department of Environmental Protection (FDEP) Standardized Vulnerability Assessment Guidance document, dated May 2022, and related state guidance documents to position the City for state funding to implement the identified projects in this study.
- Exposure and sensitivity analysis, quantification tables of asset vulnerability and GIS mapping are examples of required actions/products to be developed as part of the vulnerability assessment.
- Draft and Final VA Reports, supporting documentation, and GIS geodatabase.

Task 6. Adaptation Strategy Development

This task involves development of a list of Adaptation Strategies to mitigate identified vulnerabilities for select critical City infrastructure. These strategies will serve to guide near-term City planning, design, policy and investment in infrastructure. This task will develop strategies framed with recommended near-term actions to reduce risk, enhance system reliability and support continued City operations, in the face of evolving climate threats.

The strategies developed will also be prepared with State and Federal requirements in mind to position the City to be eligible for state and federal funding.

Development of Adaptation Strategies

The development of hazard mitigation/adaptation strategies for select vulnerable facilities will consider City input and guidance. At least one hazard mitigation/adaptation strategy will be prepared for each selected facility. Flood sensitivity, facility criticality to City operations and asset service life will be considered in development of strategies, with a preference toward passive systems and minimal maintenance.

Findings will be submitted to the City team for review. Review of concepts by City facilities and operational staff as determined by the City, is anticipated to obtain input relative to facility priorities, operations and potential operational impacts associated with the strategies. Potential impacts from proposed strategies to natural resources will also be considered relative to regulatory compliance, and permitting such as USACE, NOAA, Manatee County and FDEP/SWFWMD. A relative probable construction cost estimate for each strategy (proposed action) will be evaluated for use in performing the strategy ranking.

Deliverables:

- Summary memo of concept implementation projects including descriptions.
- Virtual meeting with City to discuss preliminary hazard mitigation/adaptation strategies.
- Findings will be presented to the City via in-person meeting, with at least two Jacobs staff.

Assumptions:

- The City team will invite and coordinate involvement of stakeholders, where applicable, in support of Task 2 stakeholder engagement activities.
- Evaluation metrics and ranking methodology to be reviewed and approved by City team prior to Jacobs performing analysis.
- Regulatory agency pre-application meetings, permit fee estimates, permit coordination, or permit application preparation are not anticipated as part of this task.
- A formal alternatives analysis of strategies is not included in this task but will consider input from City in the development and selection of recommended strategies.
- The FEMA BCA tool will not be used in this assessment.
- The draft strategies will be delivered in MS Word for ease of review by the City team.
- The final submittal will be delivered in PDF format.

4. Assumptions:

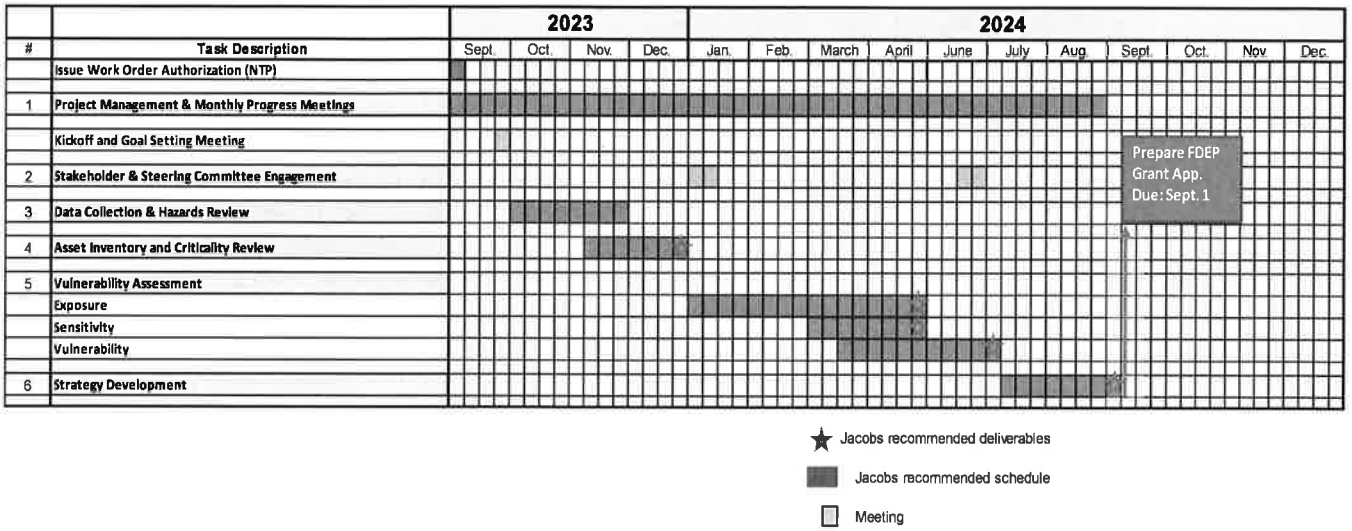
- All deliverables will be provided in PDF electronic format via email, unless otherwise stated.
- Schedule is based on a September 2023 NTP date.
- City shall provide review comments and response to data request inquiries within 2-weeks of receipts of draft reports/request, to stay on schedule; any delays may affect project schedule.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City and/or other third parties without independent verification. Additional effort by Jacobs due to invalid or incomplete data or information provided by the City or others, may entitle Jacobs to additional Compensation.
- The following services are not included in this statement of work; however, can be provided for additional fee, if requested.
    - Reach Back Support for Plan Adoption
    - Preparation of detailed project definitions or supporting information for grant applications.
    - Preparation of or support for grant application preparation
    - Preparation of funding and financing strategy.
    - Environmental & Ecological Phase 1 surveys or delineations
    - Economic analysis associated with business revenue losses
    - Use of the FEMA BCA tool & methodology
    - Comprehensive review of human-caused hazards, vulnerabilities or risk
    - Development of Comprehensive Adaptation Plan

- Peril of Flood Compliance Review

5. Schedule:

This statement of work will be completed within approximately 12 months from notice to proceed (NTP), with key milestones such as the completion of the vulnerability assessment and the early identification of select adaptation strategies. Deliverable submittals to the City will be aligned with the state grant agreement deliverable dates with time allocated for City review prior to submittal to State.

City of Brandenton - VA & Strategy Adaptation Plan - Proposed Project Schedule



6. Cost Proposal: Fee Estimate

This project is anticipated to be performed on a time-and-materials basis, per the Contract terms, billed monthly. Jacobs reserves the right to manage the total fee including task level distribution at our discretion.

An estimation of the level of effort and corresponding fee is shown in Attachment A.

This task order will be provided as T&M, not-to-exceed budget of **$179,907**.

Jacobs stands ready to finalize this statement of work for the development of a vulnerability assessment and natural hazard mitigation and adaptation strategies.

We look forward to working with you on this exciting project to protect the City of Bradenton.

Terms and Conditions

The services enumerated in this task order will be performed under the terms and conditions of the May 22, 2019, Miscellaneous Professional Continuing Services Contract and the following terms and conditions:

Data/Information – Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the City or others, may entitle Jacobs to additional Compensation.

Opinions of Cost
In providing opinions of cost for the project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operation factors that may materially affect the ultimate project costs. Therefore, Consultant makes no warranty that the City's actual project costs will not vary from Consultant's opinions or estimates. If the City wishes greater assurance as to any element of project cost, the City will employ an independent cost estimator, contractor, or other appropriate advisor.

Schedule Estimates
Consultant has no control over permitting, bidding and construction, task durations or resources that affect time required to complete tasks. Therefore, Consultant makes no warranty that actual task durations outlined on schedules will not vary from Consultant's opinions or estimates. If CPA wishes greater assurance as to any element of project schedule, the City will employ an independent scheduler, contractor, or other appropriate advisor.

Acceptance of Task order

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.

Joelle S. Francois

_____ _____
Date

Joelle S. Francois, PE
Designated Manager
Jacobs Engineering Group Inc.

Accepted By:
City of Bradenton

Kim B Clayback 10.09.23

Kim Clayback, PE — Date
City of Bradenton
Public Works and Utilities

Jacobs

Attachment "A" – Estimated Level of Effort and Fee for Services

Vulnerability Assessment Plan			Regional Technologist/ Specialist	Administrative	Senior Engineer 1	Engineer 1	Project Manager	Senior Engineer 1	Senior GIS Analyst	Principal	Engineer 2	Regional Technologist/
JACOBS LABOR		Bill Rate	281	103	184	125	167	184	179	303	145	281
Task Description	**Fee**	**Hrs**										
1. KICKOFF AND GOAL SETTING MEETING AND PM	**$33,300**	**174**										
Start up	$3,328	20	2	8			8			2		
Monthly invoicing	$8,386	46	8	16			16			6		
Monthly meetings	$6,320	30	10				10	10				
Prepare team and materials (+ data request)	$3,036	16	2				6	8				
Attend kickoff meeting & goal setting meeting	$3,740	16	4				4	4		4		
Travel for kickoff meeting	$1,230	6	2				4					
Debrief & document minutes and deliverables	$3,932	20	4				8	8				
Close out	$3,328	20	2	8			8			2		
2. STAKEHOLDER & STEERING COMMITTEE ENGAGEMENT	**$24,994**	**110**										
Develop stakeholder engagement plan	$8,080	32	6				8					18
Prepare for and attend (2) stakeholder engagement meetings	$11,068	52	12				12				16	12
Prepare meeting minutes and deliverables	$5,846	26	6				6	8				6
3. DATA COLLECTION & HAZARDS REVIEW	**$31,704**	**168**										
Compile existing data, review and ID gaps	$6,826	42	4			24	4	8				2
Perform assessment of select exist facilities	$5,056	24	8				8	8				
Desktop Analysis	$5,404	28	4				8	16				
Identify immediate actions	$2,960	12	4				4			2		2
Document data collection and summary	$5,826	34	4			16	4	8				2

Jacobs

Vulnerability Assessment Plan			Regional Technologist/ Specialist	Administrative	Senior Engineer 1	Engineer 1	Project Manager	Senior Engineer 1	Senior GIS Analyst	Principal	Engineer 2	Regional Technologist/
JACOBS LABOR		Bill Rate	281	103	184	125	167	184	179	303	145	281
Task Description	**Fee**	**Hrs**										
Hazards Review: Develop preliminary list of hazards and characterize each	$3,264	16	4				4	8				
Hazards Review: Develop flood elevations associated with 5 scenarios	$2,368	12	2				2	8				
4. ASSET INVENTORY AND CRITICALITY REVIEW	**$11,656**	**58**										
Develop list of assets based on input from stakeholders and from data collection task	$7,162	36	8				14	14				
Meeting to review and discuss identified hazards	$4,494	22	6				8	8				
5. VULNERABILITY ASSESSMENT	**$56,476**	**306**										
Perform and review hazard exposure analysis & sensitivity analysis of select facilities	$13,970	74	8		8	18	8	24				8
Meeting to discuss findings of vulnerability assessment	$3,932	20	4				8	8				
Prepare Report: Document methodology, assumptions and vulnerabilities	$17,998	96	8		18	18	12	24	8	4		4
Final Report	$12,282	70	8		18	18		18			8	
GIS Mapping	$8,294	46	8		12				2		24	
6. STRATEGY DEVELOPMENT	**$18,678**	**108**										
Prepare draft list	$10,036	58	4			16	8	14	4		8	4
Prepare final tech memo	$8,642	50	4			16	4	12	2		8	4
Total Labor	**$176,808**											
JACOBS EXPENSES												
Kickoff & Goal Setting Meeting	$1,300											
Final Presentation	$1,300											
Miscellaneous	$499											
Total Expenses	**$3,099**											
TOTAL FEE	**$179,907**											

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Hydrogeologic, Water & Wastewater Design, and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Jacobs Engineering Group, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1990 Main St. Suite 750, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Hydrogeologic, Water & Wastewater Design, and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023

CONSULTANT

Jacobs Engineering Group, Inc.
1990 Main Street, Suite 750
Sarasota, Florida 34236

By: _____

Katus Watson
Senior Vice President

CITY

City of Bradenton
1411 9th Street West
Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Noreen Gray
Executive Assistant

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

Exhibit A – Scope of Services

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

Niel Postlethwait	Principal Engineer
Chris Sharek	Project Manager 3

Hydrogeological Discipline	
Tom Farkas	Senior Hydrogeologist
Amanda Berens	Senior Hydrogeologist
Jon Ouverson	Hydrogeologist 2
David Vanegas	Hydrogeologist 1
Erik Svenson	Senior Hydrogeologist

Transportation Discipline	
Bill Gramer	Senior Engineer 3
Ken Wooten	Senior Engineer 2
Ana Elias	Principal Engineer
Brian Burkhard	Principal Engineer
Rosana Correa	Senior Engineer 3
Chad Polk	Senior Engineer 3
Velvet Bridges	Regional Technologist/Specialist

Water & Wastewater Discipline	
Joe Elarde	Regional Technologist/Specialist
Erik Jorgensen	Senior Engineer 3
GJ Schers	Regional Technologist/Specialist
Michelle Collins	Project Manager 3
Matt Tennant	Senior Engineer 2
Katie Bollmer	Senior Engineer 2
Leisha Pica	Principal Engineer
Dan Buonadonna	Principal Engineer
Tao Fu	Senior Engineer 3

Exhibit C - Standard Hourly Rate Schedule

Title	2023 Rates	2024 Rates	2025 Rates
Administrative	$ 103.00	$ 107.00	$ 111.00
CADD Technician	$ 108.00	$ 112.00	$ 116.00
CADD Drafter	$ 113.00	$ 118.00	$ 123.00
Senior CADD Technician	$ 140.00	$ 146.00	$ 152.00
Client Service Manager	$ 249.00	$ 259.00	$ 269.00
Community Outreach Specialist	$ 173.00	$ 180.00	$ 187.00
Construction Inspector	$ 130.00	$ 135.00	$ 140.00
Construction Manager	$ 162.00	$ 168.00	$ 175.00
Designer	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 1	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 2	$ 119.00	$ 124.00	$ 129.00
Engineer 1	$ 125.00	$ 130.00	$ 135.00
Engineer 2	$ 145.00	$ 150.00	$ 155.00
Engineer 3	$ 165.00	$ 170.00	$ 175.00
Senior Engineer 1	$ 184.00	$ 191.00	$ 199.00
Senior Engineer 2	$ 211.00	$ 219.00	$ 228.00
Senior Engineer 3	$ 249.00	$ 259.00	$ 269.00
Field Technician	$ 103.00	$ 107.00	$ 111.00
Environmental Scientist 1	$ 108.00	$ 112.00	$ 116.00
Environmental Scientist 2	$ 130.00	$ 135.00	$ 140.00
Environmental Scientist 3	$ 152.00	$ 158.00	$ 164.00
Senior Environmental Scientist	$ 191.00	$ 199.00	$ 207.00
GIS Analyst	$ 119.00	$ 124.00	$ 129.00
Senior GIS Analyst	$ 179.00	$ 186.00	$ 193.00
Hydrogeologist 1	$ 125.00	$ 130.00	$ 135.00
Hydrogeologist 2	$ 152.00	$ 158.00	$ 164.00
Hydrogeologist 3	$ 194.00	$ 202.00	$ 210.00
Senior Hydrogeologist	$ 254.00	$ 264.00	$ 275.00
Landscape Architect	$ 103.00	$ 107.00	$ 111.00
Senior Landscape Architect	$ 211.00	$ 219.00	$ 228.00
Principal Engineer (VP/Global Technologist)	$ 303.00	$ 315.00	$ 328.00
Principal Scientist	$ 249.00	$ 259.00	$ 269.00
Programmer	$ 194.00	$ 202.00	$ 210.00
Project Manager 1	$ 167.00	$ 174.00	$ 181.00
Project Manager 2	$ 222.00	$ 231.00	$ 240.00
Project Manager 3	$ 265.00	$ 276.00	$ 287.00
Regional Technologist/Specialist	$ 281.00	$ 292.00	$ 304.00
SCADA Programmer/Systems Analyst	$ 189.00	$ 197.00	$ 205.00
Secretary/Clerical	$ 103.00	$ 107.00	$ 111.00
Senior Drone/Aerial Imagery Specialist	$ 194.00	$ 202.00	$ 210.00

AGENDA ITEM NO. 8.u

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-65 - FDOT Local Agency Program Agreement for the Manatee Elementary Sidewalk Safe Routes to School Project

SUGGESTED ACTION: Approval from Council to move forward with the agreement and project

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDOT awarded the City a Safe Routes to Schools grant for the area surrounding Manatee Elementary School. The grant is for $734,101.00. The City has developed construction plans for 6200 linear feet of new sidewalk to be installed. The proposed sidewalk is located in Ward 5 and south of SR64 (see map).

FINANCIAL IMPACT:
The project amount up to $734,101.00 will be reimbursed by FDOT through the Local Agency Program.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille - no objections 07.10.24.

SUGGESTED MOTION:
Motion to approve Resolution 24-65, the Local Agency Program Agreement, and authorize the Mayor to sign on behalf of the City.

ATTACHMENTS:

Resolution 24-65 and Agreement

RESOLUTION 24-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE EXECUTION OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE PROJECT WHICH CONSISTS OF CONSTRUCTING APPROXIMATELY 6,230 LINEAR FEET SIDEWALKS, ADDING SIGNS, AND PAVEMENT MARKING WITH THE CITY OF BRADENTON AT MANATEE ELEMENTARY; DESIGNATING THE MAYOR AS THE CITY'S AUTHORIZED REPRESENTATIVE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has been furnished with a proposed Local Agency Program Agreement (the "Agreement") by the Department of Transportation for construction and construction engineering and inspection services on the project which consists of constructing approximately 6,230 linear feet sidewalks, adding signs, and pavement marking with the City of Bradenton at Manatee Elementary; and

WHEREAS, the City Council desires to approve and enter into said Agreement and to authorize the Mayor as the City's authorized representative to execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. Approval. The Local Agency Program Agreement is hereby approved.
2. City's Authorized Representative. The Mayor is hereby designated as the authorized representative to execute the Local Agency Program Agreement with the Florida Department of Transportation.
3. Severability. If any Section of portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair validity, force or effect of any other Section or part of this Resolution.
4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441479-1-58-01	FPN: 441479-1-68-01	FPN:
Federal No (FAIN): D123-099-B	Federal No (FAIN): D123-099-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SR2S/SR2T	Fund: SR2T	Fund:
Org Code: 55014010106	Org Code: 55014010106	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No: City of Bradenton 13 Contract No:
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction and construction engineering & inspection (CEI) services on the project which consists of constructing approximately 6,230 linear feet sidewalks, adding signs, and pavement marking with the city of Bradenton at Manatee Elementary, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 734,101.00 (Seven Hundred, Thrity-Four Thousand, One Hundred One Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $734,101.00 (Seven Hundred, Thrity-Four Thousand, One Hundred One Dollars and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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

d. 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.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

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

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

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Bradenton

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441479-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 6,230 linear feet

The following off system roads make up the project limits.
Please note that the City's avenues run from east to west and its streets run north to south. In addition the side where the sidewalk will be constructed is denoted by either north side, south side, or both sides. The project consists of approximately 6,230 linear feet of sidewalk replacement and related site work, signage and pavement markings, drainage improvements, and pedestrian safety equipment.

6th Avenue Drive East from 23rd Street East to 24th Street East: north side

7th Avenue East:

14th Street East to 18th Street East: north side
18th Street East to 21st Street East: both sides
21st Street East to 22nd Street East: south side
23rd Street East to 24th Street East: north side

7th Avenue Drive East from 19th Street East to 21st Street East: south side

8th Avenue East:
20th Street East to 21st Street East: north side
22nd Street East to 23rd Street East: both sides

9th Avenue East
21st Street East to 21st Street Court East: south side
22nd Street East: south side

12th Street East at 8th Avenue East: both sides

14th Street East from 8th Avenue East to 7th Avenue East: east side

15th Street East at 13th Avenue East: both sides

16th Street East from 7th Avenue East to 6th Avenue East: west side

17th Street East from 7th Avenue East to 6th Avenue East: west side

21st Street East at 7th Avenue East: west side

22nd Street East from 8th Avenue East to 7th Avenue East: west side

23rd Street East at 6th Avenue East: east side

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Bradenton in connection with the Construction and CEI for the constructing of sidewalks, furnish and install of signage, and placement of pavement markings within the vicinity of Manatee Elementary.

The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the construction of sidewalk and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Construct sidewalks
2. Furnish & Install Signing and Pavement Markings
3. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
4. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let by June 30, 2025
b) Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	441479-1-58-01 441479-1-68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (SR2S)	$ 253,799.00	$ _____	$ _____	$ 253,799.00
FY: 2025 (SR2T)	$ 405,302.00	$ _____	$ _____	$ 405,302.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 659,101.00	$ 0.00	$ 0.00	$ 659,101.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025 (SR2T)	$ 75,000.00	$ _____	$ _____	$ 75,000.00
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 75,000.00	$ 0.00	$ 0.00	$ 75,000.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 734,101.00	$ 0.00	$ 0.00	$ 734,101.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

DocuSigned by:
Marquis Daymon
C42B2EDC95F6429...
Signature

07/03/2024 | 11:13 AM EDT
Date

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EXHIBIT C

TITLE VI ASSURANCES

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

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$734,101.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

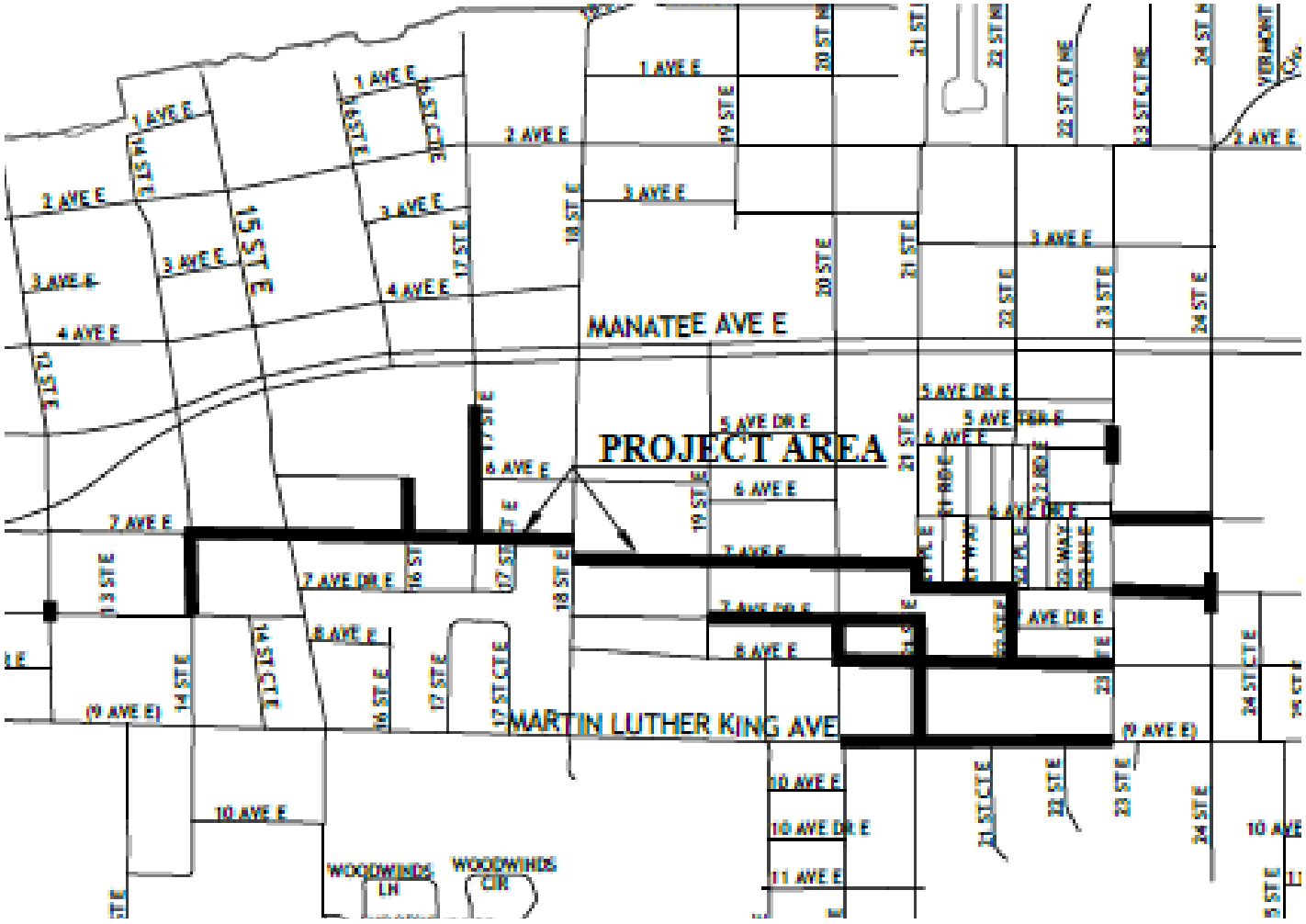
The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Manatee Elementary Safe Routes to School 2024

Location Map

Ward 5



AGENDA ITEM NO. 8.v

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-66 - Revised FDOT Local Agency Program Agreement for Southern Parkway Improvements

SUGGESTED ACTION: Approval of the revised agreement with FDOT and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and FDOT are entering an agreement through the Local Agency Program at FDOT to construct a multiuse path, sidewalks, and bike lanes on Southern Parkway from 26th St W to 43rd St W. The agreement is for FDOT to reimburse the City for up to $1,004,252.00 to construct the project. The agreement was previously reviewed by Council but the project rolled over the FDOT FY end and the dates on the agreement are revised.

FINANCIAL IMPACT:
The FDOT shall reimburse the City up to $1,004,252.00 to construct the project. Any remaining costs will be incurred by the City. The impact of those costs remain unknown until the project goes out to bid at which time the Notice of Award will be presented to Council for approval.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Marisa Powers/Scott Rudacille on July 15, 2024 - no objections noted.

SUGGESTED MOTION:
Motion to approve Resolution 24-66, the Local Agency Program Agreement, and authorize the Mayor to sign on behalf of the City.

ATTACHMENTS:
Resolution 24-66 and Agreement

RESOLUTION 24-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE EXECUTION OF A REVISED STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE PROJECT WHICH CONSISTS OF ADDING A 10-FOOT CONCRETE SIDEWALK TO FILL GAPS, A NARROW ARROW CENTER MEDIAN TO ACCOMMODATE BIKE LANE, BIKE LANE BUFFER, ON STREET PARKING AND TRAVEL LANE IN BOTH DIRECTIONS WITHIN THE ROADWAY ON SOUTHERN PARKWAY W FROM 43RD ST W TO 26TH ST W; DESIGNATING THE MAYOR AS THE CITY'S AUTHORIZED REPRESENTATIVE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has been furnished with a proposed Local Agency Program Agreement (the "Agreement") by the Florida Department of Transportation ("FDOT") for the construction and construction engineering and inspection services relating to adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions with the roadway on Southern Parkway W from 43rd St W to 26th St W; and

WHEREAS, the City Council previously approved the Agreement and authorized the Mayor to execute the Agreement; and

WHEREAS, the Agreement was ultimately amended to allow the funds for the project to be rolled over to FDOT's 2024-2025 fiscal year, beginning July 1, 2024 (the "Revised Agreement"); and

WHEREAS, the sole amendments to the Revised Agreement were to change the dates in Exhibits "A" and "B;" and

WHEREAS, the City Council desires to approve and enter into said Revised Agreement and to authorize the Mayor as the City's authorized representative to execute the Revised Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

1. Approval. The revised Local Agency Program Agreement is hereby approved.

2. City's Authorized Representative. The Mayor is hereby designated as the authorized representative to execute the Revised Local Agency Program Agreement with the Florida Department of Transportation.
3. Severability. If any Section of portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair validity, force or effect of any other Section or part of this Resolution.
4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 438992-1-58-01	FPN: 438992-1-68-01	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALU/LF	Fund: TALU	Fund:
Org Code: 55014010106	Org Code: 55014010106	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 780000	FLAIR Obj:

County No: City of Bradenton 13 Contract No: City of Bradenton 13
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City Of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in performing construction and construction engineering & inspection services on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St W, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,004,252.00 (One Million, Four thousand, Two Hundred, Fifty-Two Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $992,262.00 (Nine Hundred, Ninety-Two Thousand, Two Hundred, Sixty-Two Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to

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be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

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

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

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

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

d. 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.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

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

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

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

Legal Review:

DS
DC

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438992-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.001

PROJECT DESCRIPTION: The construction and construction engineering & inspection (CEI) services on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St. W.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

e) Construction contract to be let by: 06/30/2025
f) Construction to be completed by: 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2024/2025 for Constructions/CEI services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	438992-1-58-01 438992-1-68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (TALU)	$ 914,416.00	$	$	$ 914,416.00
FY: 2025 (LF)	$ 12,000.00	$ 12,000.00	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 926,416.00	$ 12,000.00	$ 0.00	$ 914,416.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2025 (TALU)	$ 77,836.00	$	$	$ 77,836.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 77,836.00	$ 0.00	$ 0.00	$ 77,836.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,004,252.00	$ 12,000.00	$ 0.00	$ 992,252.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

DocuSigned by:
Marquis Daymon 07/03/2024 | 8:38 AM EDT
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Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

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

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount:	**$992,252.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Choose an item.
Indirect Cost Rate:	Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

AGENDA ITEM NO. 8.w

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: City Centre Capacity Analysis for Sanitary and Water Systems

SUGGESTED ACTION: Approval of task order.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton (City) requested quotes from three firms from the Continuing Services Agreements dated March 22, 2023, that could perform a capacity analysis report regarding the sanitary sewer collection and water distribution infrastructure that provides service to the City of Bradenton City Centre property located at 101 Old Main Street in Bradenton, FL 34205. The City is considering redevelopment of a portion of this parcel and has a need to assess the sanitary sewer and potable water infrastructure currently providing service to the site.

The City reached out to three different firms who could provide this service and from those three, two submitted a proposal for City review and one stated they would not have the time to take on such a project at this time. After reviewing the 2 submitted proposals the City has decided to move forward with the proposal submitted by Jacobs Engineering Group.

FINANCIAL IMPACT:
To be funded under GL account 30158200-563000-CHALL.

ATTORNEY REVIEW/RECOMMENDATION:

N/A - Continuing Service Contract was approved by Attorney prior to Council approval.

SUGGESTED MOTION:
Motion to approve the task order with Jacobs Engineering Group for the capacity analysis report.

ATTACHMENTS:
Capacity Analysis at City Centre Project and Proposal
Continuing Service Agreement with Jacobs Engineering Group



CITY OF BRADENTON CAPACITY ANALYSIS OF SANITARY SEWER AND WATER DISTRIBUTION INFRASTRUCTURE AT CITY CENTRE PROJECT

SCOPE OF WORK

I. Description of the Work and Deliverables

The City of Bradenton (City) is requesting consulting services for the performance of a Capacity Analysis and a subsequent written report (CAR) regarding the Sanitary Sewer Collection and Water Distribution infrastructure that provides service to the City of Bradenton City Centre (Site). Hereinafter, the Capacity Analysis and subsequent CAR will be referred to as the Work.

The Work will serve as Due Diligence on the part of the City, and will allow the City to determine a Proportionate Share Amount to be allocated for future development of the property as described herein.

The Final Deliverable(s) shall include:

- One (1) complete CAR that includes a capacity analysis referencing the Existing and Future Land Use conditions;

- One (1) Engineer's Opinion of Probable Cost associated with the construction of the required infrastructure for both the Future Land Use as described herein, and additional Commercial Development that may be constructed at a later date (See Below).

  The Land Use and Density of the additional Commercial Development is unknown at this time. However, the Engineer shall assume that the additional Commercial Development will be consistent with High Density Land Use. To that end, the Engineer shall also provide an Opinion of Probable Cost that accommodates the increase of all proposed infrastructure one (1) nominal size.

  The Engineer may determine that the construction of infrastructure associated with the currently planned Future Land Use conditions will be capable of serving additional Commercial Development. If that were to occur, the Probable Cost that accommodates the increase of all proposed infrastructure one (1) nominal size will not be necessary.

II. Current Land Use Conditions

The Site is located at 101 Old Main Street (12th Street West) in Bradenton Florida. The Site is comprised of one (1) Governmental Administrative Activity Center, one (1) Municipal Law Enforcement Activity Center, one (1) Municipal Parking Lot and one (1) Public Parking Garage.

The Site is approximately 5.71 acres in size, and is bound by Barcarrota Boulevard to the north, 3rd Avenue West to the south, 10th Street West to the east and 12th Street West to the west.

One (1) Existing Conditions Boundary Survey is included herein as Attachment A.

III. Future Land Use Conditions

The Governmental Administrative Activity Center, Municipal Law Enforcement Activity Center and a portion of the Municipal Parking Lot will be sold and relocated. The Public Parking Garage will remain as will a small portion of the Municipal Parking Lot. To that end, approximately 3.64 acres of the Site will be sold.

A proposed Development is being considered that will consist of the following Activity Centers:

- 30,000 ft^2 of ground floor retail;
- One (1) one-hundred-thirty-room Hotel;
- One (1) 10,000 ft^2 Ballroom;
- One (1) 4,000 to 5,000 ft^2 Rooftop Restaurant, including a Bar and Swimming Pool;
- Public Green Space (Dimensions Unknown);
- Three-hundred-fifty Rental Apartments; and,
- Ninety-five Condominiums.

One (1) Legal Description of the Proposed Property Boundary is included herein as Attachment B.

IV. Sanitary Sewer Collection and Pumping System

In order to proceed with the sale of the property the City must establish the capacity of the Sanitary Sewer Collection and Pumping System. The receiving Pumping Station is scheduled to be relocated a short distance to the west of the Site and resized accordingly. The receiving Pumping Station will meet or exceed capacity concerns.

The working capacity of the surrounding Sanitary Sewer Collection Infrastructure shall be evaluated. The physical limit of the Work shall include the Sanitary Sewer Collection Infrastructure from 9th Street West to 15th Street West between Barcarrota Boulevard (1st Avenue West) and Manatee Avenue West.

One (1) rendering of the physical limit of the Work is included herein as Attachment C.

V. Water Distribution System

A. Water Supply

In order to proceed with the sale of the property the City must establish the capacity of the Water Distribution System. The physical limit of the Work shall include the Water Distribution Infrastructure from 9th Street West to 15th Street West between Barcarrota Boulevard (1st Avenue West) and Manatee Avenue West.

The Contractor shall take into consideration the increase of capacity to the lift station.

One (1) rendering of the limit of the Work is included herein as Attachment D.

B. Fire Flow

Attachment D. includes the Fire Hydrant Locations, with the observed fire flow conditions. The Work shall include a brief summary of the Fire Hydrant Service Capacity from 9th Street West to 15th Street West between Barcarrota Boulevard (1st Avenue West) and Manatee Avenue West.

VI. City Resources

(Infrastructure Only)

Ms. Kim Clayback, P.E.:

e-mail – Kim.Clayback@bradentonFL.gov
Office Phone: (941) 708-6300 ext. 224

(Project Management)

Ms. Corey J. Fortin, Policy, Planning, Procedures & Real Estate Administrator:
e-mail - Corey.Fortin@bradentonFL.gov
Office Phone: (941) 245-1683

Ms. Erin Jones, CPPB, NIGP - CPP, Purchasing Manager
e-Mail - Erin.Jones@bradentonFL.gov
Office Phone: (941) 932-9467

VII. Disclaimer

The City recognizes that the Water and Sewer mapping may not be entirely accurate.

VIII. Attachments

A. Boundary Survey (ESP Associates, 2023.10.10);
B. Proposed Survey Conditions Legal Description (City, 2024.05.30);
C. Existing Sanitary Sewer Limits (City, Date Unknown) ; and,
D. Existing Water Distribution Limits Including Location of Fire Hydrants (City, Date Unknown).

END OF SCOPE OF WORK

JACOBS ENGINEERING GROUP SUBMITTED PROPOSAL

City of Bradenton
City Centre Capacity Analysis for Sanitary and Water Systems
Scope of Services

A. BACKGROUND AND INTRODUCTION

The City of Bradenton (City) requested Jacobs Engineering Group (Jacobs) provide a scope of services under the Master Service Agreement (MSA) dated March 22, 2023 between the City and Jacobs. This work order is to prepare an engineering evaluation of the City Centre property located at 101 Old Main Street in Bradenton, FL 34205. The City is considering redevelopment of a portion of this parcel and has a need to assess the sanitary sewer and potable water infrastructure currently providing service to the site.

It is our understanding the proposed commercial development being considered will consist of the following components:

- 30,000 ft^2 of ground floor retail;
- One (1) one-hundred-thirty-room hotel;
- One (1) 10,000 ft^2 ballroom;
- One (1) 4,000 to 5,000 ft^2 rooftop restaurant, including a bar and swimming pool;
- Public green space (dimensions unknown);
- Three-hundred-fifty rental apartments; and,
- Ninety-five condominiums.

This scope of services will represent the due diligence on the part of the City and will facilitate the City's determination of proportionate share amount to be allocated for the future commercial development of the property. The results of the evaluation will be incorporated into the final deliverable referred to as the Capacity Analysis Report (CAR).

B. SCOPE OF SERVICES

Jacobs will deliver this project via three Tasks: Project Management; Review of Existing Information; and Technical Evaluation & Capacity Analysis Report. Given the unique nature of this scope of services, please refer to the assumptions provided under Section C of this document.

Task 1: Project Management

Jacobs will provide the following Project Management services throughout the duration of the project:

- Coordinate with City staff regarding overall project scope, schedule, and budget,
- Provide updates to City as needed,
- Monthly invoicing to City with backup information as needed,
- Internal tracking of budget and schedule,
- Schedule and conduct one internal and one external project kick-off meeting.
- Provide draft and final minutes for the kick-off meeting with the City.
- Note: the meetings noted throughout this scope of work are intended to be conducted in person and provide a Microsoft Teams remote access for attendees if needed.

Task 2: Review of Existing Information

Prior to the project Kick-off Meeting with the City, Jacobs will provide a detailed request for information that lists all data preferred/needed to prepare the CAR.

Existing system information to be reviewed includes but is not limited to:

- Electronic copies of the existing surveys, site plans, and/or plat for the City Centre property,
- Confirmation of current and future land use conditions from the City's Comprehensive Plan,
- GIS records, attribute tables, and the list of as-builts not yet imported into GIS,
- Historical water usage and demand,
- Operational set points & SCADA trending histories for pumping systems,
- Any information (preliminary, conceptual, etc) provided by the commercial developer.
- Any prior technical reports, studies, memoranda related to this portion of the sewer and water systems.

Task 3: Technical Evaluation & Capacity Analysis Report

The existing utility infrastructure will be evaluated for the following criteria:

- known condition and operational challenges/issues,
- remaining useful life of key assets,
- available carrying/pumping capacity,
- current demands and flows,
- ability to serve anticipated growth noted in the City's Comprehensive Plan,
- ability to serve the proposed commercial development, and
- potential risk considerations.

A Draft Capacity Analysis Report will be prepared to summarize the infrastructure capacity availability and constraints related to the proposed future commercial development project The report is anticipated to include but not be limited to the following content:

- **Chapter 1 – Land Use, Density, & Site Considerations**
  - ✓ Summary of existing and future land use conditions,
  - ✓ Narrative summarizing the existing utility systems serving the site,

- **Chapter 2 – Potable/Wastewater Systems Evaluation & Recommendations**
  - ✓ Capacity needed for potable/wastewater systems to serve current customers,
  - ✓ Capacity needed for potable/wastewater systems to serve future customers,
  - ✓ Capacity needed for potable/wastewater systems to serve proposed commercial development,
  - ✓ Evaluation of wastewater system, including relocated lift station,
  - ✓ Evaluation of water distribution system,
  - ✓ Recommendations for potable water and wastewater collection infrastructure improvements needed to provide reliable utility service to existing customers,
  - ✓ Recommendations for potable water and wastewater collection infrastructure improvements needed to accommodate the new commercial development,
  - ✓ Recommendations for potable water and wastewater collection infrastructure improvements needed to accommodate the new commercial development PLUS future planned growth,

- **Chapter 3 - Engineer's Opinion of Probable Cost for Infrastructure Improvements**
  - ✓ Engineer's Opinion of Probable Cost for infrastructure improvements for planned commercial development,

- ✓ Engineer's Opinion of Probable Cost for planned commercial development plus future planned growth,
- ✓ Cost estimating assumptions.

A meeting will be facilitated with the City to review the assumptions and results presented in a Draft CAR. City comments will be addressed then incorporated into the Final CAR.

Project Deliverables

The following deliverables will be provided to the City during the course of this project.

- Task 1- Monthly project invoices including a project status report.
- Task 1 – Meeting Minutes from Project Kick-Off Meeting.
- Task 2 – Comprehensive request for project information.
- Task 3 – Meeting Minutes from CAR Workshop.
- Task 3 – Draft/Final Capacity Analysis Report.

C. ASSUMPTIONS

The following were assumed in determining the scope and fee of the services described above:

- **Access to GIS**. City to provide Jacobs with electronic access to technical information, attribute tables, and data exports from its GIS. The City recognizes the water and sewer mapping may not be entirely accurate. If Jacobs is asked to field verity the material, diameter, location, depth, etc of the existing assets, additional scope and fee will be required.
- **Reliability of Source Data**. Jacobs will reasonably rely on the accuracy and completeness of the source information and data provided by the City during the course of this project without independent verification. Data collection determines data source of specific records, content, and format. This does not include review or modification of data source.
- **Current Land Use Site Conditions**. The Site is located at 101 Old Main Street (12th Street West) in Bradenton Florida. The Site is comprised of one (1) Governmental Administrative Activity Center, one (1) Municipal Law Enforcement Activity Center, one (1) Municipal Parking Lot and one (1) Public Parking Garage. The Site is approximately 5.71 acres in size, and is bound by Barcarrota Boulevard to the north, 3rd Avenue West to the south, 10th Street West to the east and 12th Street West to the west. The Existing Conditions Boundary Survey is included herein as **Attachment A.**
- **Future Land Use Site Conditions**. The Governmental Administrative Activity Center, Municipal Law Enforcement Activity Center and a portion of the Municipal Parking Lot will be sold and relocated. The Public Parking Garage will remain as will a small portion of the Municipal Parking Lot. To that end, approximately 3.64 acres of the Site will be sold. The Legal Description of the Proposed Property Boundary is included herein as **Attachment B**.
- **Land Use & Density**. The Land Use and Density of the proposed Commercial Development is unknown at this time. However, the Engineer shall assume that the additional Commercial Development will be consistent with High Density Land Use classification. To that end, the Engineer will provide an Opinion of Probable Cost that accommodates the increase of all proposed infrastructure being one (1) nominal size.
- **Evaluation of Utility Infrastructure**: The physical limits for the technical evaluation for infrastructure will include assets from 9th Street West to 15th Street West between Barcarrota Blvd (1st Avenue West) & Manatee Avenue West. A rendering of the evaluation limits for the wastewater system is included herein as **Attachment C.** A rendering of the evaluation limits for the potable water system is included herein as **Attachment D**.

- **Conceptual Project Estimates**. Preliminary Rough Order of Magnitude cost estimates will be provided for high level CIP planning purposes. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and Jacobs' shall have no liability for such variances.
- **Water Quality Modeling**. Jacobs understands this hydraulic model is intended to evaluate the pressure and flow conditions throughout the City's potable water system. Water Quality tracing and/or modeling is not included in this scope of services as an extended duration model would be required. These services may be provided under a separate scope of work to the City if so desired.
- **SCADA Systems Assessments and/or Programing Services** - Jacobs consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes Jacobs responsible for the performance, operation or security of Client's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and Jacobs' services do not in any way relieve Client of any responsibility for the protection, firewalling and/or overall security of Client's System. Jacobs shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

Attachments Supporting Assumptions

- **Attachment A**. Boundary Survey (ESP Associates, 2023.10.10);
- **Attachment B.** Proposed Survey Conditions Legal Description (City, 2024.05.30);
- **Attachment C.** Existing Sanitary Sewer Limits (City, Date Unknown) ; and,
- **Attachment D.** Existing Water Distribution Limits Including Location of Fire Hydrants (City, Date Unknown).

D. SCHEDULE

The schedule for this project is to be completed within 140 days of receiving a written Notice to Proceed (NTP) from the City.

- The Kickoff Meeting shall be completed within 30 days of NTP.
- The CAR Workshop shall be scheduled no later than November 8, 2024.
- The final deliverable shall be submitted no later than December 15, 2024.

E. COMPENSATION

Compensation for services shall be on a lump sum basis billed on a percent complete basis with budgets between tasks being interchangeable or reallocated, as needed. Invoicing shall be on a lump sum basis submitted monthly and based on the estimated fee breakdown presented in Table 2.

Acceptance of Task order

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from the above date, it shall become null and void.



July 12, 2024

Date

Joelle Francois, PE
Manager of Projects
Jacobs Engineering Group Inc.

Accepted By:
City of Bradenton

Date

Gene Brown
City of Bradenton
Mayor

Table 2 – Jacobs Fee Breakdown for Scope of Services Included Herein

City of Bradenton Utility Assessment and Capacity Analysis for City Centre Proposed Commercial Development	Project Manager 3 Chris Sharek	Project Manager 2 Andrea Rocha	Engineer1 Travis Flowers	Sr. CADD Tech Erika Smith	Project Controls Angie Fries	Engineer 3 Renier Hurtabo	Sr. CADD Tech Tim Loose	Senior Engineer 1 Jofelle Gascon			
	$ 276	$ 231	$ 130	$ 146	$ 107	$ 170	$ 146	$ 191	Expenses	Hours	Fee
Task 1. Project Management/ Kickoff											
Prepare Draft Agenda	0.5	0.5	1							2	$ 384
Kickoff Meeting	1		2						$ 150	3	$ 686
Prepare Draft Meeting Minutes & Finalize	1	2	2							5	$ 998
Monthly Invoicing	3	6								9	$ 2,214
Monthly Progress Report	3	6								9	$ 2,214
Project Management / Schedule / Files	4	6	4		6					20	$ 3,652
Task 1. Project Management/ Kickoff Subtotal	**12.5**	**20.5**	**9**	**0**	**6**	**0**	**0**	**0**	**$ 150**	**48**	**$ 10,148**
Task 2. Review of Existing Information											
Data Verification / Assumptions Confirmed	2	4	8							14	$ 2,516
Review of City's Utility Systems	4	6	16			8	4		$ 150	38	$ 6,664
Task 2. Review of Existing Information Subtotal	**6**	**6**	**24**	**0**	**0**	**8**	**4**	**0**	**$ 150**	**52**	**$ 9,180**
Task 3. Technical Evaluation & Capacity Analysis Report											
Exhibits and Calculations	2	2	32		4	24				64	$ 9,682
Quantity Take-off and Cost Estimate				16						16	$ 2,336
Draft Capacity Analysis Report			24					8	$ 400	32	$ 5,048
Quality Control, Review Workshop & CAR Revision	4	4					4	4	$ 200	16	$ 3,576
Final Capacity Analysis Report	4	4	20					8	$ 100	36	$ 6,256
Task 3. Technical Evaluation & CAR Subtotal	**10**	**10**	**76**	**16**	**4**	**24**	**4**	**20**	**$ 700**	**164**	**$ 26,898**
Total	**28.5**	**40.5**	**109**	**16**	**10**	**32**	**8**	**20**	**$ 1,000**	**264**	**$ 46,226**

City of Bradenton, Florida

Professional Services Agreement

RFP 22-029TWS: Hydrogeologic, Water & Wastewater Design, and Transportation Design Services

This CONTINUING SERVICES CONTRACT (the "Contract"), is made this 22nd day of March 2023 between the CITY OF BRADENTON (hereafter referred to as "CITY" or "CLIENT") a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and Jacobs Engineering Group, Inc. (herein after referred to as "CONSULTANT"), with a principal office located at 1990 Main St. Suite 750, Sarasota, FL 34236.

WHEREAS, the CITY desires to obtain Hydrogeologic, Water & Wastewater Design, and Transportation Design services from CONSULTANT for assigned projects in Bradenton, Florida (herein after referred to as "Continuing Services Projects") and issued RFP 22-029TWS pursuant to Section 287.055 of Florida Statutes, to find qualified professionals to fulfill the need for these services; and

WHEREAS, the Term of Contract is three (3) years from execution of the Contract, and CITY may, at its option, with mutual agreement from CONSULTANT, renew this Contract at the end of the Term for up to two (2) one-year extensions; and

WHEREAS, the CITY retains CONSULTANT to perform the services described herein on an "as needed" basis, as designated, authorized, and assigned by the CITY, and the CITY agrees to compensate CONSULTANT for such services in accordance with this Contract; and

WHEREAS, it is the primary intent of this Contract to ensure that CONSULTANT is available to provide professional services, in accordance with mutually agreed upon conditions, and the CITY has complied with all requirements of the Consultants Competitive Negotiation Act, in selection of CONSULTANT for this Contract; and

NOW, THEREFORE, the CITY and CONSULTANT, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Contract.

2. **Request for Qualifications**. Request for Proposals (RFP) 22-029TWS and the CONSULTANT's response thereto are incorporated into this Contract by reference. In the event of any conflict between the relevant documents, any such conflict shall be resolved by first looking to this contract, second looking to the CONSULTANT's response and third looking to the RFP.

3. **Scope of Services**.

   3.1 The CONSULTANT's services consist of those services performed by the CONSULTANT, CONSULTANT's employees, and CONSULTANT's Sub-Consultants as enumerated and described in Exhibit A – Scope of Services in connection with this Continuing Service Contract. [TA1]

   3.2 The CONSULTANT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the CITY, the CONSULTANT shall submit within 48 hours for the CITY's approval, a proposal for the performance of the CONSULTANT's services. The proposal shall contain a description of scope of proposed service, schedule upon which services will be provided, and all fees for services as described in Article 5. Time limits established by this proposal as approved by the CITY shall not, except for reasonable cause, be exceeded by the CONSULTANT or CITY.

   3.3 The CONSULTANT shall use the Project Team as designated from among the individuals listed on Exhibit B, Key Employees. The CONSULTANT shall not remove or replace any members of the Project Team, except upon written notice to and approval by the CITY based upon good cause shown. CITY's approval of such requests for team changes shall not be unreasonably withheld.

   3.4 All services rendered by the CONSULTANT shall be conducted under the responsible charge of persons properly licensed and certified in accordance with Florida Statutes and other applicable rules and regulations. Proof of Certification for each individual professional providing service shall be provided by the CONSULTANT to the CITY prior to services being rendered.

   3.5 It is understood and agreed that the CONSULTANT's services under this Contract do not include participation, whatsoever, in any litigation except litigation stemming

from the CONSULTANT's negligence or breach of this Contract. Should such services be required, a supplemental agreement may be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

4. **Time of Completion**. CONSULTANT shall commence services upon receipt of a written notice signed by the OWNER's Representative. CONSULTANT shall include in its proposal a schedule for the Scope of Work defined by CITY. The schedule will be agreed upon on a project by project basis. CONSULTANT shall complete work in accordance with the schedule. CONSULTANT shall accelerate performance of services in the manner directed by CITY, in the event CITY in its reasonable discretion, determines that such acceleration is necessary to maintain the schedule.

5. **Fees**. The CITY agrees to pay to CONSULTANT for its services, as set forth in Exhibit A, a fee based upon an approved written proposal for each Work Order to be completed under the Contract.

   5.1 The method of compensation will be established by the CITY based on the scope of each Work Order from the following options.

   a. For Work Orders where the scope can be reasonably defined and has a specific schedule, compensation shall be a Lump Sum for each task calculated based on the estimated hours to be worked by the CONSULTANT for each of the tasks or subtasks multiplied by the standard hourly rates as agreed to in Exhibit C. Based on this calculation, a Lump Sum fee for each task will then be agreed to by the CITY and CONSULTANT prior to authorization of the Work Order. The total of the Lump Sum fees for all tasks in a Work Order shall be the total and complete amount payable to the CONSULTANT for performance of the Work Order and shall include the cost of all labor, overhead, profit, direct project expenses and expenses of any nature associated with completion of the Work Order tasks.

   b. For indeterminate Work Orders, where the scope and/or schedule cannot be reasonably defined, compensation shall be on a "time & materials" basis with a preliminary, "not to exceed" budget agreed to by the CONSULTANT and CITY. Compensation shall be made for actual work performed in accordance with the schedule of rates included as Exhibit C.

   5.2 Reimbursable expenses shall include only the actual and necessary costs and expenses reasonably and properly incurred by the CONSULTANT in connection with the services rendered under this Contract. Reimbursable expenses shall include the costs of any subconsultants utilized for the completion of authorized services. The costs and expenses shall be invoiced by the CONSULTANT at

their actual cost with no markup allowed. CONSULTANT shall provide any documentation required by the CITY related to said costs and expenses.

5.3 The CONSULTANT shall not exceed the approved Work Order cost without prior written approval from the CITY. Any increases in the actual work tasks or the level of effort for each work task shall be considered additional services for which the CONSULTANT will be entitled to additional compensation, using the methods defined in this Section of the Contract, and as mutually agreed to by the CITY and CONSULTANT.

5.4 The CONSULTANT shall submit invoices for services provided and fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed. All progress reports and invoices shall be mailed to the attention of the CITY's Director of Public Works, 1411 9th St. W., Bradenton, Florida 34205.

5.5 Monthly invoices shall be paid by the CITY in accordance with Florida Statute 218.74. Resolution of improper payment requests or disputes between the CITY and the CONSULTANT will be resolved in accordance with Florida Statute 287.76.

6.0 **Ownership of Documents**. All drawings, computations, details, design calculations and other documents and plans (Work Product) that result from the CONSULTANT's services under this Contract are to become the property of the CITY upon full payment for services owed to CONSULTANT. Documents prepared by the CONSULTANT pursuant to this Contract are not intended nor represented to be suitable for reuse by the CITY or others on extensions of a Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from the CONSULTANT shall be at the CITY's sole risk and without liability to the CONSULTANT. Further, any and all liability arising out of changes made to the CONSULTANT's deliverables to the CITY made under this Contract by the CITY or persons other than the CONSULTANT is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless the CITY has given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

7.0 **Insurance**. The CONSULTANT shall procure and maintain at the CONSULTANT's own expense, for the entire term of this Contract, the following insurance coverage. Within 10 days following the approval of this Contract, the CONSULTANT shall furnish the CITY a certificate or certificates of insurance in a form satisfactory to the CITY showing that CONSULTANT complies with the requirements of this paragraph. All certificates shall specify the policy shall not be cancelled without providing written notice to the CITY at least 30 days prior to any cancellation. The CITY shall be named as an additional insured on each policy as appropriate.

7.1 Worker's Compensation – Unless otherwise allowed by Florida law, and approved by the CITY, CONSULTANT shall provide Worker's Compensation for all employees, with minimum limits statutory for Worker's Compensation and $1,000,000 for Employer's Liability.

7.2 Commercial General Liability – the limits are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO form CG 25 03) to a Commercial General Liability Policy with the following minimum limits:

- **Products/Completed Operations Aggregate** **$1,000,000**
- **Personal and Advertising Injury** **$500,000**
- **Each Occurrence** **$500,000**

7.3 Comprehensive Automobile Liability – The CONSULTANT shall provide coverage for Each Occurrence Bodily Injury and Property Damage Liability Combined of not less than $1,000,000. Annual Aggregate (if applicable) Three (3) Times the Each Occurrence Limit.

7.4 Professional Liability Insurance – Professional Liability Insurance (including coverage for the Schedule of Fees and Services to be performed under this Contract), for protection from negligent acts, errors, and omissions of CONSULTANT from or in connection with the performance of CONSULTANT's services. CONSULTANT must maintain a comprehensive liability policy, including errors and omissions coverage, issued to CONSULTANT as the insured. Said policy shall be issued and underwritten by a licensed insurer, authorized as such in the State of Florida. Said policy shall provide coverage for the acts or omissions of CONSULTANT in a minimum amount of $1,000,000.00 per claim. Said comprehensive professional liability policy shall be underwritten by an insurer who, in the most current edition of Best's Key Rating Guide, has (1) a rating classification of "A" or better, and (2) a financial size category rating of Class IV or higher.

7.5 Certificates of Insurance and Copies of Policies – Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the CITY's Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the proposal number, project title, and location of project. Insurance shall remain in force for a minimum of one (1) year after completion and acceptance of the project by the CITY, in the amounts and types as stated herein, including coverage for all products and services completed under this Contract.

8.0 **E-verify.** Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. CONSULTANT hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CONSULTANT further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Contract. CONSULTANT hereby warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Contract. If CONSULTANT has a contract terminated by a public employer for any such violation during the term of this Contract, it shall provide immediate notice thereof to the CITY. CONSULTANT shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

9.0 **Termination, Suspension, Disputes, or Abandonment**. This Contract may be terminated by either party for failure of the other party to substantially perform their obligations under this Contract. The CITY shall have the sole right and option to suspend or terminate this Contract without cause, provided that 30 days' prior notice is given to the CONSULTANT.

9.1 In the event of termination, the CITY shall pay the CONSULTANT for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses, and the CITY shall have no further obligation to CONSULTANT for payment to CONSULTANT of the remainder of its fees, unless and until Continuing Services Projects are resumed by the CITY.

10.0 **Term**. The term of this Contract is for a period of three (3) years, commencing on the date of execution of this Contract. The CITY reserves the right, upon written request from the CONSULTANT, to extend this Contract up to two (2) times, with each extension for a period of one (1) year. Such extensions shall be subject to the same terms and conditions, as stated herein.

11.0 **Subconsultants**. Any proposed subconsultants the CONSULTANT wishes to utilize as part of its services for any Work Order shall be submitted to the CITY for approval prior to CONSULTANT entering into a subconsultant agreement. Such approval by the CITY shall not be unreasonably withheld. CITY shall not be liable to CONSULTANT in any manner whatsoever arising out of the CITY's objection to a proposed subconsultant.

11.1 CONSULTANT shall coordinate the services and work product of any subconsultants and remain fully responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT or its subconsultants, and CONSULTANT shall review and approve of any designs, drawings, specifications, shop drawings, submittals, or other services produced or furnished by any subconsultants prior to submittal to the CITY.

CONSULTANT shall correct or revise any subconsultant errors or deficiencies in the designs, drawings, specifications or other services produced pursuant to this Contract and shall provide CITY with such corrections or revisions at its sole expense.

11.2 Any subconsultant agreement shall reflect the terms of this Contract and require the subconsultant, to the extent of the services to be performed by the subconsultant, to assume toward CONSULTANT all the obligations which CONSULTANT by this Contract assumes toward the CITY, it being understood that nothing herein shall in any way relieve CONSULTANT from any of its duties under this Contract.

11.3 CONSULTANT shall cooperate at all times with CITY, and cooperate and coordinate with, and incorporate the work product of, any separate consultant, in any fashion appropriate or necessary to facilitate the design and construction of Continuing Services Projects within the project's budget and schedule. In the event CITY so elects and upon written mutual consent (which consent shall not be unreasonably withheld), as evidenced by a Work Order under this Contract, CONSULTANT shall accept any assignment of any agreement or contract CITY may have with any separate consultant.

12.0 **Public Records**. To the extent applicable, CONSULTANT shall comply with the requirements of Florida's Public Records laws, specifically including the following:

12.1 CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service;

12.2 CONSULTANT shall provide the public with access to public records on the same terms and conditions that the CITY would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

12.3 CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

12.4 CONSULTANT shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the Contract and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the CITY's information technology systems;

12.5 CONSULTANT acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

13.0 Limitation of Liability.

13.1 Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

13.2 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

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

City Clerk
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Agreement upon the terms and conditions above stated, this 22nd day of March, 2023

CONSULTANT

Jacobs Engineering Group, Inc.
1990 Main Street, Suite 750
Sarasota, Florida 34236

By: _____

Katus Watson
Senior Vice President

CITY

City of Bradenton
1411 9th Street West
Bradenton, Florida 34205

By: _____

Gene Brown
Mayor, City of Bradenton

Witness for CONSULTANT:

By: _____

Noreen Gray
Executive Assistant

Witness for CITY:

By: _____

Tamara Melton
City Clerk

Approved as to Form:

By: _____

Scott Rudacille
City Attorney

Attachments

Exhibit A – Scope of Services
Exhibit B – Key Personnel
Exhibit C- Standard Hourly Rate Schedule

4.6 HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Soil mapping and classification

b) Subsurface explorations/geophysical surveys

c) Soil and materials testing services

d) Settlement analyses

e) Sinkhole evaluations

f) Injection well design, permitting and construction administration/management

g) ASR system planning, permitting, design and construction

Exhibit A – Scope of Services

4.10 TRANSPORATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Traffic analysis and planning

b) Transportation planning

c) Regional master planning

d) Computer modeling of traffic/trip generation data

e) Traffic impact analysis

f) Roadway engineering

g) Pavement evaluations

h) Signalization design

i) Corridor studies

j) Traffic calming plans

k) Parking needs analysis

l) Intersection analysis

m) Site distance analysis

n) Circulation analysis

o) Traffic control plans

p) Geometric design

q) Site design for traffic flow

r) Professional services during construction

- Construction administration services
- Construction observation services
- Preparation of project Record Drawings

s) Alternative project delivery methodologies (design-build, etc.)

t) Value engineering

Exhibit A – Scope of Services

4.11 WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

a) Regulatory permitting and compliance assistance

b) Water supply evaluation, planning, permitting, and design

c) Water transmission/distribution system modeling, planning and design

d) Water/wastewater treatment plant operations evaluation, and design

e) Wastewater collection/transmission system evaluation, planning, and design

f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design

g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design

h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design

i) Professional services during construction

   a. Construction administration services

   b. Construction observation services

   c. Completion of project close-out activities including Record Drawings in multiple electronic formats

j) Alternative project delivery methodologies (design-build, etc.)

k) Value engineering

Exhibit B - Key Personnel

Niel Postlethwait	Principal Engineer
Chris Sharek	Project Manager 3

Hydrogeological Discipline	
Tom Farkas	Senior Hydrogeologist
Amanda Berens	Senior Hydrogeologist
Jon Ouverson	Hydrogeologist 2
David Vanegas	Hydrogeologist 1
Erik Svenson	Senior Hydrogeologist

Transportation Discipline	
Bill Gramer	Senior Engineer 3
Ken Wooten	Senior Engineer 2
Ana Elias	Principal Engineer
Brian Burkhard	Principal Engineer
Rosana Correa	Senior Engineer 3
Chad Polk	Senior Engineer 3
Velvet Bridges	Regional Technologist/Specialist

Water & Wastewater Discipline	
Joe Elarde	Regional Technologist/Specialist
Erik Jorgensen	Senior Engineer 3
GJ Schers	Regional Technologist/Specialist
Michelle Collins	Project Manager 3
Matt Tennant	Senior Engineer 2
Katie Bollmer	Senior Engineer 2
Leisha Pica	Principal Engineer
Dan Buonadonna	Principal Engineer
Tao Fu	Senior Engineer 3

Exhibit C - Standard Hourly Rate Schedule

Title	2023 Rates	2024 Rates	2025 Rates
Administrative	$ 103.00	$ 107.00	$ 111.00
CADD Technician	$ 108.00	$ 112.00	$ 116.00
CADD Drafter	$ 113.00	$ 118.00	$ 123.00
Senior CADD Technician	$ 140.00	$ 146.00	$ 152.00
Client Service Manager	$ 249.00	$ 259.00	$ 269.00
Community Outreach Specialist	$ 173.00	$ 180.00	$ 187.00
Construction Inspector	$ 130.00	$ 135.00	$ 140.00
Construction Manager	$ 162.00	$ 168.00	$ 175.00
Designer	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 1	$ 113.00	$ 118.00	$ 123.00
Engineering Intern 2	$ 119.00	$ 124.00	$ 129.00
Engineer 1	$ 125.00	$ 130.00	$ 135.00
Engineer 2	$ 145.00	$ 150.00	$ 155.00
Engineer 3	$ 165.00	$ 170.00	$ 175.00
Senior Engineer 1	$ 184.00	$ 191.00	$ 199.00
Senior Engineer 2	$ 211.00	$ 219.00	$ 228.00
Senior Engineer 3	$ 249.00	$ 259.00	$ 269.00
Field Technician	$ 103.00	$ 107.00	$ 111.00
Environmental Scientist 1	$ 108.00	$ 112.00	$ 116.00
Environmental Scientist 2	$ 130.00	$ 135.00	$ 140.00
Environmental Scientist 3	$ 152.00	$ 158.00	$ 164.00
Senior Environmental Scientist	$ 191.00	$ 199.00	$ 207.00
GIS Analyst	$ 119.00	$ 124.00	$ 129.00
Senior GIS Analyst	$ 179.00	$ 186.00	$ 193.00
Hydrogeologist 1	$ 125.00	$ 130.00	$ 135.00
Hydrogeologist 2	$ 152.00	$ 158.00	$ 164.00
Hydrogeologist 3	$ 194.00	$ 202.00	$ 210.00
Senior Hydrogeologist	$ 254.00	$ 264.00	$ 275.00
Landscape Architect	$ 103.00	$ 107.00	$ 111.00
Senior Landscape Architect	$ 211.00	$ 219.00	$ 228.00
Principal Engineer (VP/Global Technologist)	$ 303.00	$ 315.00	$ 328.00
Principal Scientist	$ 249.00	$ 259.00	$ 269.00
Programmer	$ 194.00	$ 202.00	$ 210.00
Project Manager 1	$ 167.00	$ 174.00	$ 181.00
Project Manager 2	$ 222.00	$ 231.00	$ 240.00
Project Manager 3	$ 265.00	$ 276.00	$ 287.00
Regional Technologist/Specialist	$ 281.00	$ 292.00	$ 304.00
SCADA Programmer/Systems Analyst	$ 189.00	$ 197.00	$ 205.00
Secretary/Clerical	$ 103.00	$ 107.00	$ 111.00
Senior Drone/Aerial Imagery Specialist	$ 194.00	$ 202.00	$ 210.00

AGENDA ITEM NO. 8.x

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Guaranteed Maximum Price (GMP) Addendum to Agreement for Construction Manager at Risk (CMAR) Services for The City of Bradenton Police Department Headquarters Project

SUGGESTED ACTION: Approval for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 24, 2024 Council approved a Contract with NDC Construction to provide Construction Manager at Risk (CMAR) Services for the new Bradenton Police Department Headquarters, with a Guaranteed Maximum Price (GMP) for construction costs to be brought to Council at a later date. This is the associated GMP for the contract with NDC Construction for the Bradenton Police Department Headquarters.

FINANCIAL IMPACT:
The GMP for the Police Department Headquarters will be funded under GL Account # 30258200-56300-BPDHQ.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Conflict Council.

SUGGESTED MOTION:
Motion to approve the Guaranteed Maximum Price (GMP) Addendum for the Police Department Headquarters.

ATTACHMENTS:
GMP Addendum for BPD Headquarters

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON POLICE DEPARTMENT HEADQUARTERS PROJECT

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON POLICE DEPARTMENT HEADQUARTERS PROJECT ("GMP Addendum'") is made and entered into this 24th day of July, 20 24, by and between the **City of Bradenton**, referred to herein as "Owner," and **NDC Construction Company**, registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the new Bradenton Police Department Headquarters, 705 3rd Street West, Bradenton, Florida 34205 (as further defined in the Agreement, the "Project"); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP: Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work **($32,390,704.83)** and the Construction Manager's Fee of **($1,514,102.06**)is a total of **thirty-three million nine hundred four thousand eight hundred six dollars and eighty-nine cents ($33,904,806.89**). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

a) Exhibit A. Construction Manager's GMP submittal, including Project Plans and

Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 15, dated July 24, 2024.

b) Exhibit B. Allowance items, pages 1 through 1, dated July 24th, 2024.
c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 1 through 2, dated July 24th, 2024.
d) Exhibit D. Project Schedule, pages 1 through 2, dated July 24th, 2024.
e) Exhibit E. Alternate Prices, pages 1 through 1, dated July 24th, 2024.
f) Exhibit F. Unit Prices, pages 1 through 1, dated July 24th, 2024.
g) Exhibit G. Affidavit of No Conflict, pages 1 through 2, dated July 24th, 2024.
h) Exhibit H. Certificate(s) of Insurance, pages 1 through 1, dated May 30th, 2024.
i) Exhibit I. Payment and Performance Bond, pages 1 through 10, dated July 11th, 2024
j) Exhibit J. Standard Forms, pages l through 9.
    1. Application for Payment
    2. Certificate of Substantial Completion
    3. Final Reconciliation/Warranty/Affidavit
    4. Change Order

Additional Contract Documents include the Agreement and any General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work within **Five-hundred and Thirty Seven (537) Days** of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of **One Thousand Dollars and Zero Cents ($1,000.00)** per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth

herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

NDC Construction Company:

By: _____

Name: Ronald J. Allen

Title: President

EXHIBIT A

NDC CONSTRUCTION COMPANY

Bradenton Police Department Headquarters

Guaranteed Maximum Price (GMP)

July 24, 2024

	DIV/SPEC	ITEM	Qty	Unit	Unit Cost	Budget Amount
1						
2	**DIV 1**	**General Conditions**			**DIV 1 Subtotal = $1,271,992.00**	
3		General Conditions	1.00	LS	1,271,992.00	1,271,992.00
4		Permit Fees				*by Owner*
5		Impact Fees				*by Owner*
6		Threshold Inspections				*by Owner*
7		Soils & Concrete Testing				*by Owner*
8		Asbestos Survey/ Abatement				*included in 024116*
9		Environmental Testing & Cleanup, if Necessary				*by Owner*
10	018113	Sustainable Design Requirements				*by Architect*
11						
12	**DIV 31, 32 & 33**	**Earthwork, Exterior Improvements & Utilities**			**DIV 31, 32, 33 Subtotal = $2,264,846.05**	
13	024116	Demolition of Structures	1.00	LS	86,655.00	86,655.00
14		**Earthwork**	1.00	LS	780,922.00	780,922.00
15		Excavate, Shore, Dewater SP2				*included in Earthwork*
16		**Utility Work**	1.00	LS	312,673.00	312,673.00
17		Sanitary Sewer				*included in Utility Work*
18		Storm Sewer				*included in Utility Work*
19		Water Line				*included in Utility Work*
20		Fire Line				*included in Utility Work*
21		**Paving, Base, Striping & Signage**	1.00	LS	317,660.00	317,660.00
22		Paving, Base, Striping @ 8th Ave W				*in Paving, Base, Striping and Signage*
23		Mill & Overlay @ 2nd & 3rd Streets				*in Paving, Base, Striping and Signage*
24		Concrete Sidewalks & Curbs				*in Paving, Base, Striping and Signage*
25		Architectural Concrete - Blue Glass Aggregate - A2 Paving				*in Paving, Base, Striping and Signage*
26		Architectural Concrete - Grey Sandblasted - A1 Paving				*in Paving, Base, Striping and Signage*
27		Striping at Garage				*in Paving, Base, Striping and Signage*
28		Stenciled Arrows/HC/Markings at Garage				*in Paving, Base, Striping and Signage*
29		**Fencing & Gates**	1.00	LS	398,947.00	398,947.00
30		Courtyard Fence/Gates				*included in Fencing & Gates*
31		Water Tower Decorative Fence/Gates				*included in Fencing & Gates*
32		Pond #2 Chain Link Fence/Gates				*included in Fencing & Gates*
33		Dumpster/Equip Yard Fence/Gates				*included in Fencing & Gates*
36		Site Furnishings	1.00	LS	14,000.00	14,000.00
37		Landscaping, Irrigation, Sod	1.00	LS	160,072.00	160,072.00
38		Landscape Lighting Detail L109 @ Royal Palms	8.00	AL	860.00	6,880.00
39		Planter walls @ Entry Ramp				*included in 033000*
41		Entrance Plaza with 2 Ramps				*included in 033000*
42		Vibro Replacement	1.00	LS	150,000.00	150,000.00
43		Over-excavation and Removal of Debris-filled Soils - Allowance	926	CY	40.00	37,037.05
44						
45	**DIV 3**	**Concrete**			**DIV 3 Subtotal = $4,328,309.00**	
46	033000	Cast In Place Concrete	1.00	LS	4,328,309.00	4,328,309.00
49	031000	Concrete Forming and Accessories				*included in 033000*
50	032000	Reinforcing Steel				*included in 033000*
51	033816	Post Tensioned Concrete				*included in 033000*
52		Crash Bollards Foundation - L107				*included in 033000*
53		Emergency Generator Pad				*included in 033000*
54						
55	**DIV 4**	***Masonry***			**DIV 4 Subtotal = $937,000.00**	
56	042200	Concrete Unit Masonry	1.00	LS	937,000.00	937,000.00
57						
58	**DIV 5**	**Metals**			**DIV 5 Subtotal = $2,368,552.00**	
59	051200	Structural Steel Framing (columns&beams)	1.00	LS	2,045,448.00	2,045,448.00
65	053100	Steel Decking				*included in 051200*
69	054000	Cold Formed Metal Framing				*included in 092900*
70	055000	**Metal Fabrication**				
71		Bollards				*included in 051200*
72		Crash Bollards	38.00	EA	3,582.00	136,116.00
74	055113	**Metal Pan Stairs**				
75		Stair 1 - Open Stair @ Area A				*included in 051200*
76		Stair 2 - Stairwell @ Area B				*included in 051200*
77		Stair 3 - Garage				*included in 051200*
78	055213	Pipe Tube Railings				*included in 051200*
80	057300	Decorative Metal Railings				
81		Guardrail System 1 - Standard Steel Railing w/pickets				*included in 051200*
82		Guardrail System 3 - Aluminum Railing No Glass				*included in 057313*

NDC CONSTRUCTION COMPANY

Bradenton Police Department Headquarters

Guaranteed Maximum Price (GMP)

July 24, 2024

	DIV/SPEC	ITEM	Qty	Unit	Unit Cost	Budget Amount
83	057313	Glazed Decorative Metal Railings				
84		Guardrail System 2 - **Aluminum** Railing w/glass	1.00	LS	186,988.00	186,988.00
89						
90	**DIV 6**	***Wood, Plastics and Composites***			**DIV 6 Subtotal = $230,440.00**	
91	061053	Miscellaneous Rough Carpentry				*included in various trades*
92	061063	Exterior Rough Carpentry				*included in 061053*
93	061600	Sheathing				*included in 061053*
94	064116	Plastic Laminate Clad Architectural Cabinets	1.00	LS	230,440.00	230,440.00
101		Waterfall Edge @ Fitness Center and Officers HUB				*included in 064116*
102						
103	**DIV 7**	**Thermal & Moisture Protection**			**DIV 7 Subtotal = $1,633,067.00**	
104	071113	Bituminous Dampproofing				*not applicable*
105	071326	Self Adhered Sheet Waterproofing				*not applicable*
106	071353	Elastomatic Sheet Waterproofing				*not applicable*
107	071800	Traffic Coatings & Waterproofing	1.00	LS	338,175.00	338,175.00
112	071900	Water Repellents				*not applicable*
113	072100	**Thermal Insulation**	1.00	LS	132,297.00	132,297.00
114		Rigid Insulation @ Garage u/occupied spaces				*included in 072100*
115		Batt Insulation				*included in 072100*
116	072726	Fluid Applied Membrane Air Barriers			*included in Stucco and Traffic Coatings*	
117	*074213*	Metal Composite Wall Panels	1.00	LS	413,200.00	413,200.00
122		Soffit Panels				*included in 074213*
123	*075423*	TPO Roofing - .060	1.00	LS	668,145.00	668,145.00
127		Sheet Metal Flashing and Trim			*included in 074213 & 075423*	
128		**Roof Specialties**				
130		Roof Paver System Wausau 24 x 24 2-1/2" with Pedestals				*included in 075423*
131	078413	Penetration Firestopping			*included with the trades*	
132	078443	Joint Firestopping				*included in 092900*
133		Joint Sealants	1.00	LS	50,000.00	50,000.00
134	*079219*	Acoustical Joint Sealants				*included in 092900*
135	*079513*	Exterior Expansion Joint Cover Assemblies	1.00	LS	31,250.00	31,250.00
136		Interior Expansion Joint Cover Assemblies				*not applicable*
137		Parking Deck Expansion Joint Cover Assemblies				*not applicable*
138						
139	**DIV 8**	**Doors and Windows**			**DIV 8 Subtotal = $1,929,731.00**	
140	*081113*	Hollow Metal Doors and Frames	1.00	LS	659,986.00	659,986.00
143		Flush Wood Doors				*included in 081113*
144		Access Doors and Frames			*included with the trades*	
145		Overhead Coiling Doors	1.00	LS	208,000.00	208,000.00
146	083326	Overhead Coiling Grills				*included in 083323*
147	083455	Ballistic Flush Wood Door Assemblies				*included in 081113*
148	*084213*	Aluminum Framed Entrances				*included in 084313*
149	*084313*	Aluminum Framed Storefronts	1.00	LS	1,050,745.00	1,050,745.00
150		Vertical Shades at Lobby				*included in 084313*
152	*085653*	Security Windows				*included in 081113*
153	087100	Door Hardware				*included in 081113*
154	*087113*	Power Door Operators				*included in 084313*
155	*088000*	Glazing				*included in 084423*
156	*088300*	Mirrors - At Gym	1.00	LS	11,000.00	11,000.00
157		Fire Rated Glazing				*not applicable*
158		Security Glazing				*not applicable*
159						
160	**DIV 9**	**Finishes**			**DIV 9 Subtotal = $2,588,880.00**	
161	*092216*	Non Structural Metal Framing				*included in 092900*
162	*092400*	**Cement Plastering**				
163		Stucco System	1.00	LS	266,870.00	266,870.00
164		Aluminum Reveals				*included in 092400*
165		Master Seal Air/Water Barrier				*included in 092400*
166		Backstop NT Air/Water Barrier at Exterior Sheathing				*included in 092400*
168		Exterior Wall and Soffit Framing	1.00	LS		*included in 092900*
169	*092900*	**Gypsum Board**	1.00	LS	1,139,210.00	1,139,210.00
170		Interior metal framed partitions X-1,A6,B6,D6,E2,L6				*included in 092900*
171		Interior shaftwalls - type S-6				*included in 092900*
172		Drywall Ceilings				*included in 092900*
173	134713	Bullet Resistant Panels at wall type L6 (Level 5)				*included in 092900*
175		Install HM frames at drywall openings				*included in 092900*
176	093013	**Ceramic Tiling**				

NDC CONSTRUCTION COMPANY

Bradenton Police Department Headquarters

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	DIV/SPEC	ITEM	Qty	Unit	Unit Cost	Budget Amount
177		CT-1 (ceramic wall tile - Architessa Expression	1.00	LS	$151,547.00	151,547.00
178		CT-2 (ceramic wall tile - daltile,color wheel linear, 8x24)				*included in 093013*
179		PT-1 (porcelain floor tile - stone source,natural finish, 12x24)				*included in 093013*
180		PTB-1 (porcelain tile base-stone source,natural finish,6x24)				*included in 093013*
181	096513	**Resilient Base and Accessories**	1.00	LS	$89,360.00	89,360.00
182		RB-1(rubber base - tarkett,wall base,th3 inkwell, 6")				*included in 096513*
183		RBR-1(rubber stair well - johnsonite,treads,risers,landings,82 black pearl)				*included in 096513*
184		RBR-1(raised rubber landing-blue 24x24)				*included in 096513*
185	096519	**Resilient Tile Flooring**				
186		LVT-1(luxury vinyl tile - tarkett,event abstract,chantilly 11194,12x24)	1.00	LS	$16,280.00	16,280.00
187	096536	**Static Control Resilient Flooring**				
188		ESD-1(luxury vinyl tile - tarkett,colorex EC,blueridge 65,24.4x24.4)	1.00	LS	$26,863.00	26,863.00
189	096566	**Resilient Athletic Flooring**				
190		RBT-1(rubber tile - tarkett,hero flooring,blue cape	1.00	LS	$29,783.00	29,783.00
191	096723	**Resinous Flooring**				
192		RES-1(resinous flooring - stonhard,stonchem grey)	1.00	LS	159,900.00	159,900.00
193		RESB-1(resinous base,6")				*included in RES-1*
194	096813	**Tile Carpeting**				
195		CPT-1(carpet tile - tarkett,11338 offset,ink film,30807)	1.00	LS	127,724.00	127,724.00
196		CPT-2(carpet tile - interface,soft glow,ink azure,107258)				*included in CPT-1*
197		Walk off Matt				*included in CPT-1*
198	095123	**Acoustical Tile Ceilings**				
199		Armstrong Ultima Healthzone #1936 (24" x 24" x 5/8")	1.00	LS	265,893.00	265,893.00
201	095113	Acoustical Panel Ceilings				*included in 095123*
202	095753	Security Ceiling Assemblies				*not applicable*
203	096500	Rubber Reducer Strip			*included in applicable Flooring items*	
204	096340	Stone Threshold			*included in applicable Flooring items*	
205	*096933*	Low Profile fixed Height Access Flooring	1.00	LS	28,950.00	28,950.00
206	097216	Vinyl Wallcovering				*not applicable*
207	097713	**Stretched Fabric Wall Systems**				
208		AWP-1				*in 095123*
209		AWP-2				*in 095123*
210	098436	**Sound Absorbing Ceiling Units**				
211		Armstrong Feltworks Blades-Varafix (12" x 120" x 5/8")				*in 095123*
212	099113	Exterior Painting	1.00	LS	233,500.00	233,500.00
213	099123	Interior Painting				*included in 099113*
214	099300	Sealed Concrete Floors	1.00	LS	53,000.00	53,000.00
215	099600	High Performance Coatings			.	*not applicable*
216						
217	**DIV 10**	**Specialties**			**DIV 10 Subtotal = $414,841.06**	
218	101400	Signage	1.00	LS	75,191.00	75,191.00
219	102113	Plastic Toilet Compartments	1.00	LS	81,717.00	81,717.00
220	102116	Shower and Dressing Compartments (HDPE)				*not applicable*
221	102239	Folding Panel Partitions	1.00	LS	51,000.00	51,000.00
222	102613	Vinyl Corner Guard				*included in 102113*
223	102800	Toilet, Bath and Laundry Accessories				*included in 102113*
224	102813	Detention Toilet Accessories - 28" Grabbar	1.00	LS	500.00	500.00
225	104413	Fire Protection Cabinets				*not applicable*
226	104416	Fire Extinguishers				*included in 102113*
227	105113	**Welded Metal Lockers**	1.00	LS	74,160.00	74,160.00
228		Benches				*included in 105113*
229	105626	Mobile Storage Shelving	1.00	LS	112,811.06	112,811.06
230	107516	Ground Set Flagpoles	3.00	EA	6,487.33	19,462.00
231						
232	**DIV 11**	**Equipment**			**DIV 11 Subtotal = $13,346.00**	
233	*111200*	Parking Control Equipment				*included in 083323*
234	*113013*	Residential Appliances	1.00	AL	5,000.00	5,000.00
235		Walk-In Environmental Chamber				*in owner's FF&E*
236	*115313*	Laboratory Fume Hood	1.00	LS	8,346.00	8,346.00
237						
238	**DIV 12**	**Furnishings**			**DIV 12 Subtotal = $113,134.00**	
239	122413	Roller Window Shades	1.00	LS	40,563.00	40,563.00
240	*123553*	Laboratory Casework	1.00	LS	72,571.00	72,571.00
241	123616	Metal Countertops				*included in 123553*
242	123661	Simulated Stone Countertops				*included in 123553*
243	124813	Entrance Floor Mats and Frames				*included in 096813*
244	*125500*	Detention Furniture				*not applicable*

EXHIBIT A

NDC CONSTRUCTION COMPANY

Bradenton Police Department Headquarters

Guaranteed Maximum Price (GMP)

July 24, 2024

	DIV/SPEC	ITEM	Qty	Unit	Unit Cost	Budget Amount
245						
246	**DIV 14**	**Elevator**			**DIV 14 Subtotal = $137,878.00**	
247	*142123*	**Electric Traction Passenger Elevators**	1.00	LS	137,878.00	137,878.00
248		Elevator Support Cost				*included in 142123*
249						
250	**DIV 21**	**Fire Suppression**			**DIV 21 Subtotal = $6,007,525.00**	
251	See Full	Fire Protection Main Building	1.00	LS	215,000.00	215,000.00
252	List in Ex. A	Fire Protection Parking Garage			*included in Fire Protection Main Building*	
253		FM 200 Fire Suppression System Now IGG 55	1.00	LS	52,500.00	52,500.00
254						
255	**DIV 22**	**Plumbing**				
256	See Full	Plumbing Main Building	1.00	LS	1,457,531.00	1,457,531.00
257	List in Ex. A	Lavatory Sinks L-1, L-2 & L-3	1.00	AL	98,310.00	98,310.00
258		Plumbing Parking Garage			*included in Plumbing Main Building*	
259						
260	**DIV 23**	**HVAC**				
261	See Full	HVAC Main Building	1.00	LS	4,184,184.00	4,184,184.00
262	List in Ex. A	HVAC Parking Garage			*Included In HVACc Main Building*	
263						
264	**DIV 26**	**Electrical**			**DIV 26 Subtotal = $5,141,200.00**	
265		**Electrical and Lighting**	1.00	LS	4,137,200.00	4,137,200.00
266		Light Fixture Package			*Included in Electrical and Lighting*	
267		Lightning Protection			*Included in Electrical and Lighting*	
268		Panels, Breaker & Switch Gear			*Included in Electrical and Lighting*	
269		UPS in Data Center			*Included in Electrical and Lighting*	
270	See Full List in Ex. A	VE Provide 13 Minute Runtime on UPS			*Included in Electrical and Lighting*	
271		VE Copper Counterpoise Grounding per Details in Drawings (not S.S. per Specs)			*Included in Electrical and Lighting*	
272		2,000 KW/2,500 KVA **Tier 2** Generator & ATS with Level 1 Sound Attenuated 178 MPH Wind Rated Enclosure	1.00	LS	945,300.00	945,300.00
273		BDA System	1.00	AL	58,700.00	58,700.00
274						
275	**DIV 27**	**Low Voltage**			**DIV 27 Subtotal = $1,201,300.00**	
276		**Communications / Low Voltage**	1.00	LS	1,201,300.00	1,201,300.00
277		Structured Cabling			*Included in Comm / Low Voltage*	
278	See Full	Access Controls			*Included in Comm / Low Voltage*	
279	List in Ex. A	Fire Alarm System			*Included in Comm / Low Voltage*	
280		CCTV System			*Included in Comm / Low Voltage*	
281		Audio Visual			*Included in Comm / Low Voltage*	
282						
283	**DIV 28**	Electrical Safety and Security			*included in Division 26 Above*	
284						
285		Other Future VE All Trades	1.00	LS	(300,000.00)	(300,000.00)
286						
287		**Total Structure & Land Improvements**				30,282,041.11
288		Escalation	0.00%			0.00
289		Contingency	1.00	LS		829,000.00
290		Builder's Overhead	2.10%			635,922.86
291		Payment & Performance Bond	0.90%			307,818.00
292		SDI	1.45%			439,089.60
293		Public Artwork	0.25%			75,705.10
294		Preconstruction Fee	0.40%			121,128.16
295		Fee	5.00%			1,514,102.06
296		**Total Budget Amount**				$ 34,204,806.89
297		**Estimated Tax Savings**				$ (300,000.00)
298		***Total GMP Amount***				**$ 33,904,806.89**
299					115,612 GSF	$293.26 /GSF

EXHIBIT "A"
Bradenton Police Department HQ
Owner Contract

Identification of Drawings
By: NDC Construction Company

Architect/ Structural/ MEP Engineer
AECOM
7650 W. Courtney Campbell Causeway Ste. 700
Tampa, FL 33607
(813) 286-1711

Civil Engineer
ZNS Engineering, L.C.
1023 Manatee Avenue West 7th Floor
Bradenton, FL 34205
(941) 748-8080

		Date	Revision #	Revision Date
CIVIL - Prepared By: ZNS Engineering				
C101	COVER	05/01/24		
C102	GENERAL NOTES	05/01/24		
C103	AERIAL	05/01/24		
C104	EXISTING CONDITIONS PLAN	05/01/24		
C105	SITE IMPROVEMENT PLAN	05/01/24		
C106	GRADING PLAN	05/01/24		
C107	DRAINAGE PLAN	05/01/24		
C108	GRADING CONSTRUCTION DETAILS	05/01/24		
C109	GRADING CONSTRUCTION DETAILS	05/01/24		
C110	GRADING CONSTRUCTION DETAILS	05/01/24		
C111	GRADING CONSTRUCTION DETAILS	05/01/24		
C112	DRAINAGE CONSTRUCTION DETAILS	05/01/24		
C113	BEST MANAGEMENT PRACTICES & EROSION CONTROL DETAILS	05/01/24		
C114	SANITARY SEWER & WATER PLAN	05/01/24		
C115	SANITARY SEWER & WATER CONSTRUCTION DETAILS	05/01/24		
C116	SANITARY SEWER & WATER CONSTRUCTION DETAILS	05/01/24		
C117	SANITARY SEWER & WATER CONSTRUCTION DETAILS	05/01/24		
LANDSCAPE - Prepared By: AECOM				
L101	LANDSCAPE NOTES AND DETAILS	05/01/24		
L102	LANDSCAPE PLAN	05/01/24		
L103	IRRIGATION NOTES AND DETAILS	05/01/24		
L104	IRRIGATION PLAN	05/01/24		
L105	HARDSCAPE PLAN AND NOTES	05/01/24		
L106	HARDSCAPE DETAILS (1)	05/01/24		
L107	HARDSCAPE DETAILS (2)	05/01/24		
L108	HARDSCAPE DETAILS (3)	05/01/24		
GENERAL - Prepared By: AECOM				
G000	COVER SHEET	05/01/24		
G001	ABBREVIATIONS & LEGENDS	05/01/24		
G002	SHEET INDEX	05/01/24		
G003	SYMBOLOGY AND MATERIALS LEGEND	05/01/24		
G004	ACCESSIBILITY	05/01/24		
G005	PROJECT STANDARD MOUNTING HEIGHTS	05/01/24		
G400	CODE ANALYSIS	05/01/24		
G401	FIRST FLOOR LIFE SAFETY PLAN	05/01/24		
G402	SECOND FLOOR LIFE SAFETY PLAN	05/01/24		
ARCHITECTURAL - Prepared By: AECOM				
A050	ARCHITECTURAL SITE PLAN	05/01/24		
A101	OVERALL FIRST FLOOR PLAN	05/01/24		
A101A	FIRST FLOOR PLAN - AREA A	05/01/24		
A101B	FIRST FLOOR PLAN - AREA B	05/01/24		
A101C	FIRST FLOOR PLAN - AREA C	05/01/24		

EXHIBIT "A"
Bradenton Police Department HQ
Owner Contract

Identification of Drawings
By: NDC Construction Company

A102	OVERALL SECOND FLOOR PLAN	05/01/24		
A102A	SECOND FLOOR PLAN - AREA A	05/01/24		
A102B	SECOND FLOOR PLAN - AREA B	05/01/24		
A102C	SECOND FLOOR PLAN - AREA C	05/01/24		
A103	UPPER ROOF PLAN	05/01/24		
A104	EXPANSION JOINT LOCATION PLAN	05/01/24		
A110	OVERALL FIRST FLOOR INTERIOR FINISH PLAN	05/01/24		
A110A	FIRST FLOOR INTERIOR FINISH PLAN - AREA A	05/01/24		
A110B	FIRST FLOOR INTERIOR FINISH PLAN - AREA B	05/01/24		
A110C	FIRST FLOOR INTERIOR FINISH PLAN - AREA C	05/01/24		
A111	OVERALL SECOND FLOOR INTERIOR FINISH PLAN	05/01/24		
A111A	SECOND FLOOR INTERIOR FINISH PLAN - AREA A	05/01/24		
A111B	SECOND FLOOR INTERIOR FINISH PLAN - AREA B	05/01/24		
A112	OVERALL ROOF LEVEL INTERIOR FINISH PLAN	05/01/24		
A151	OVERALL FIRST FLOOR CEILING PLAN	05/01/24		
A151A	FIRST FLOOR CEILING PLAN - AREA A	05/01/24		
A151B	FIRST FLOOR CEILING PLAN - AREA B	05/01/24		
A151C	FIRST FLOOR CEILING PLAN - AREA C	05/01/24		
A161	OVERALL SECOND FLOOR CEILING PLAN	05/01/24		
A161A	SECOND FLOOR CEILING PLAN - AREA A	05/01/24		
A161B	SECOND FLOOR CEILING PLAN - AREA B	05/01/24		
A201	EXTERIOR ELEVATIONS	05/01/24		
A202	EXTERIOR ELEVATIONS	05/01/24		
A213	INTERIOR ELEVATIONS - RESTROOMS	05/01/24		
A214	INTERIOR ELEVATIONS - RESTROOMS	05/01/24		
A241	CURTAIN WALL / WINDOW ELEVATIONS	05/01/24		
A242	CURTAIN WALL / WINDOW ELEVATIONS	05/01/24		
A301	BUILDING SECTIONS	05/01/24		
A302	BUILDING SECTIONS	05/01/24		
A321	WALL SECTIONS	05/01/24		
A322	WALL SECTIONS	05/01/24		
A323	WALL SECTIONS	05/01/24		
A401	ENLARGED FLOOR PLANS	05/01/24		
A402	ENLARGED FLOOR PLANS	05/01/24		
A403	ENLARGED FLOOR PLANS	05/01/24		
A404	ENLARGED FLOOR PLANS	05/01/24		
A410	INTERIOR ELEVATIONS	05/01/24		
A411	INTERIOR ELEVATIONS	05/01/24		
A412	INTERIOR ELEVATIONS	05/01/24		
A501	PLAN DETAILS	05/01/24		
A502	PLAN DETAILS	05/01/24		
A521	EXTERIOR SECTION DETAILS	05/01/24		
A522	EXTERIOR SECTION DETAILS	05/01/24		
A523	EXTERIOR SECTION DETAILS	05/01/24		
A524	EXTERIOR SECTION DETAILS	05/01/24		
A525	DETAILS	05/01/24		
A526	DOOR AND WINDOW DETAILS	05/01/24		
A527	EXTERIOR DETAILS - ROOFING	05/01/24		
A528	EXTERIOR ISOMETRIC DETAILS	05/01/24		
A530	INTERIOR MILLWORK ELEVATIONS AND DETAILS- 1 OF 5	05/01/24		
A531	INTERIOR MILLWORK ELEVATIONS AND DETAILS- 2 OF 5	05/01/24		
A532	INTERIOR MILLWORK ELEVATIONS AND DETAILS- 3 OF 5	05/01/24		
A533	INTERIOR MILLWORK ELEVATIONS AND DETAILS- 4 OF 5	05/01/24		
A535	INTERIOR CEILING DETAILS	05/01/24		
A536	INTERIOR CEILING DETAILS	05/01/24		
A537	FLOOR TRANSITION DETAIL	05/01/24		
A601	EXTERIOR ASSEMBLY TYPES	05/01/24		
A602	INTERIOR PARTITION TYPES	05/01/24		
A622	BALLISTIC DETAILS	05/01/24		
A681	DOOR SCHEDULE AND TYPES	05/01/24		

EXHIBIT "A"
Bradenton Police Department HQ
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A701	ENLARGED STAIR PLANS AND SECTIONS -STAIR 1	05/01/24		
A702	ENLARGED STAIR PLANS AND SECTIONS -STAIR 2	05/01/24		
A703	ENLARGED STAIR PLANS AND SECTIONS -STAIR 3	05/01/24		
A704	ENLARGED RAMP PLANS AND SECTIONS - RAMP 1,2 & 4	05/01/24		
A705	ENLARGED RAMP PLANS AND SECTIONS - RAMP 3	05/01/24		
A720	RAILING DETAILS	05/01/24		
A721	STAIR DETAILS	05/01/24		
A751	ENLARGED ELEVATOR PLANS AND SECTIONS	05/01/24		
A800	FINISH LEGENDS AND SCHEDULES	05/01/24		
AG001	SIGNAGE AND WAYFINDING GENERAL NOTES	05/01/24		
AG101	OVERALL FIRST LEVEL FLOOR PLAN	05/01/24		
AG102	FIRST FLOOR SIGN LOCATION PLAN AREA A	05/01/24		
AG103	FIRST FLOOR SIGN LOCATION PLAN AREA B	05/01/24		
AG104	FIRST FLOOR SIGN LOCATION PLAN AREA C	05/01/24		
AG105	OVERALL SECOND LEVEL FLOOR PLAN	05/01/24		
AG106	SECOND FLOOR SIGN LOCATION PLAN AREA A	05/01/24		
AG107	SECOND FLOOR SIGN LOCATION PLAN AREA B	05/01/24		
AG108	SECOND FLOOR SIGN LOCATION PLAN AREA C	05/01/24		
AG109	ROOF SIGN LOCATION PLAN	05/01/24		
AG110	SITE SIGN LOCATION PLAN	05/01/24		
AG111	SIGN SCHEDULE	05/01/24		
AG201	SIGN DETAIL DRAWINGS SIGN TYPE A1	05/01/24		
AG202	SIGN DETAIL DRAWINGS SIGN TYPE B	05/01/24		
AG203	SIGN DETAIL DRAWINGS SIGN TYPE C	05/01/24		
AG204	SIGN DETAIL DRAWINGS SIGN TYPE C	05/01/24		
AG205	SIGN DETAIL DRAWINGS SIGN TYPE D	05/01/24		
AG206	SIGN DETAIL DRAWINGS SIGN TYPE E	05/01/24		
AG207	SIGN DETAIL DRAWINGS SIGN TYPE F	05/01/24		
AG208	SIGN DETAIL DRAWINGS SIGN TYPE G	05/01/24		
AG209	SIGN DETAIL DRAWINGS SIGN TYPE H	05/01/24		
AG210	SIGN DETAIL DRAWINGS SIGN TYPE J	05/01/24		

STRUCTURAL - Prepared By: AECOM

S001	STRUCTURAL GENERAL NOTES (PAGE 1 OF 2)	05/01/24		
S002	STRUCTURAL GENERAL NOTES & ABBREVIATIONS (PAGE 2 OF 2)	05/01/24		
S003	BUILDING COMPONENTS & CLADDING WIND LOADS	05/01/24		
S004	PARKING GARAGE COMPONENTS & CLADDING WIND LOADS	05/01/24		
S005	THRESHOLD INSPECTION NOTES	05/01/24		
S100	OVERALL FOUNDATION PLAN	05/01/24		
S100A	FOUNDATION PLAN - AREA A	05/01/24		
S100B	FOUNDATION PLAN - AREA B	05/01/24		
S100C	FOUNDATION PLAN - AREA C	05/01/24		
S101	OVERALL FIRST FLOOR SLAB PLAN	05/01/24		
S101A	FIRST FLOOR SLAB PLAN - AREA A	05/01/24		
S101B	FIRST FLOOR SLAB PLAN - AREA B	05/01/24		
S101C	FIRST FLOOR SLAB PLAN - AREA C	05/01/24		
S102	OVERALL SECOND FLOOR FRAMING PLAN	05/01/24		
S102A	SECOND FLOOR PLAN - AREA A	05/01/24		
S102B	SECOND FLOOR PLAN - AREA B	05/01/24		
S102C	SECOND FLOOR PLAN - AREA C	05/01/24		
S103	OVERALL ROOF PLAN	05/01/24		
S103A	ROOF PLAN - AREA A	05/01/24		
S103B	ROOF PLAN - AREA B	05/01/24		
S104	PT FRAMING PLAN	05/01/24		
S200	MOMENT FRAME ELEVATION (PAGE 1 OF 5)	05/01/24		
S201	MOMENT FRAME ELEVATION (PAGE 2 OF 5)	05/01/24		
S202	MOMENT FRAME ELEVATION (PAGE 3 OF 5)	05/01/24		
S203	MOMENT FRAME ELEVATION (PAGE 4 OF 5)	05/01/24		
S204	MOMENT FRAME ELEVATION (PAGE 5 OF 5)	05/01/24		
S301	OVERALL BUILDING SECTION (PAGE 1 OF 2)	05/01/24		

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S302	OVERALL BUILDING SECTION (PAGE 2 OF 2)	05/01/24		
S303	ENLARGED SECTIONS AND DETAILS (PAGE 1 OF 3)	05/01/24		
S304	ENLARGED SECTIONS AND DETAILS (PAGE 2 OF 3)	05/01/24		
S305	ENLARGED SECTIONS AND DETAILS (PAGE 3 OF 3)	05/01/24		
S306	CONCRETE STRUCTURE SECTIONS & DETAILS	05/01/24		
S307	EXTERIOR CFS FIN WALL SECTIONS	05/01/24		
S401	MONUMENTAL STAIR AND ENTRANCE CANOPY DETAILS	05/01/24		
S501	PT DETAILS (PAGE 1 OF 4)	05/01/24		
S502	PT DETAILS (PAGE 2 OF 4)	05/01/24		
S503	PT DETAILS (PAGE 3 OF 4)	05/01/24		
S504	PT DETAILS (PAGE 4 OF 4)	05/01/24		
S505	STRUCTURAL FOUNDATION DETAILS	05/01/24		
S506	CONCRETE DETAILS	05/01/24		
S507	CMU DETAILS	05/01/24		
S508	STEEL DETAILS	05/01/24		
S509	STEEL DETAILS	05/01/24		
S510	STEEL DETAILS	05/01/24		
S511	PEDESTRIAN CONCRETE RAMP AND STAIR SECTIONS & DETAILS	05/01/24		
S600	CONCRETE SCHEDULES AND DIAGRAMS	05/01/24		

MECHANICAL - Prepared By: AECOM

M001	MECHANICAL ABBREVIATIONS, LEGENDS & GENERAL NOTES	05/01/24		
M101	OVERALL MECHANICAL FIRST FLOOR PLAN	05/01/24		
M102	OVERALL MECHANICAL SECOND FLOOR PLAN	05/01/24		
M103	OVERALL MECHANICAL ROOF PLAN	05/01/24		
M301	ENLARGED MECHANICAL PLANS	05/01/24		
M302	ENLARGED MECHANICAL PLANS	05/01/24		
M303	ENLARGED MECHANICAL PLANS	05/01/24		
M304	ENLARGED MECHANICAL PLANS	05/01/24		
M501	MECHANICAL AIR BALANCE DIAGRAM	05/01/24		
M502	MECHANICAL CHILLED WATER FLOW DIAGRAM	05/01/24		
M503	MECHANICAL CHILLED WATER MAIN DIAGRAM	05/01/24		
M601	MECHANICAL DETAILS	05/01/24		
M602	MECHANICAL DETAILS	05/01/24		
M603	MECHANICAL DETAILS	05/01/24		
M604	MECHANICAL DETAILS	05/01/24		
M701	MECHANICAL SCHEDULES	05/01/24		
M702	MECHANICAL SCHEDULES	05/01/24		
M703	MECHANICAL SCHEDULES	05/01/24		
M801	MECHANICAL CONTROLS LEGENDS, ABBREVIATIONS, & GENERAL NOTES	05/01/24		
M802	MECHANICAL CONTROLS	05/01/24		
M803	MECHANICAL CONTROLS	05/01/24		
M804	MECHANICAL CONTROLS	05/01/24		
M805	MECHANICAL CONTROLS	05/01/24		
M806	MECHANICAL CONTROLS	05/01/24		
M807	MECHANICAL CONTROLS	05/01/24		
MH101A	MECHANICAL FIRST FLOOR PLAN -DUCTWORK-AREA A	05/01/24		
MH101B	MECHANICAL FIRST FLOOR PLAN -DUCTWORK-AREA B	05/01/24		
MH101C	MECHANICAL FIRST FLOOR PLAN -DUCTWORK-AREA C	05/01/24		
MH102A	MECHANICAL SECOND FLOOR PLAN -DUCTWORK- AREA A	05/01/24		
MH102B	MECHANICAL SECOND FLOOR PLAN -DUCTWORK- AREA B	05/01/24		
MP101A	MECHANICAL FIRST FLOOR PLAN -PIPING-AREA A	05/01/24		
MP101B	MECHANICAL FIRST FLOOR PLAN -PIPING-AREA B	05/01/24		
MP102A	MECHANICAL SECOND FLOOR PLAN -PIPING- AREA A	05/01/24		
MP102B	MECHANICAL SECOND FLOOR PLAN -PIPING- AREA B	05/01/24		

ELECTRICAL - Prepared By: AECOM

E001	ABBREVIATIONS, LEGENDS & GENERAL NOTES - ELECTRICAL	05/01/24		
E101	OVERALL FIRST FLOOR PLAN - LIGHTING	05/01/24		
E101A	FIRST FLOOR PLAN - AREA A - LIGHTING	05/01/24		

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E101B	FIRST FLOOR PLAN - AREA B - LIGHTING	05/01/24		
E101C	FIRST FLOOR PLAN - AREA C - LIGHTING	05/01/24		
E102	OVERALL SECOND FLOOR PLAN - LIGHTING	05/01/24		
E102A	SECOND FLOOR PLAN - AREA A - LIGHTING	05/01/24		
E102B	SECOND FLOOR PLAN - AREA B - LIGHTING	05/01/24		
E102C	SECOND FLOOR PLAN - AREA C - LIGHTING	05/01/24		
E103	UPPER ROOF PLAN - LIGHTING	05/01/24		
E104	SITE PLAN - EXTERNAL POWER AND LIGHTING	05/01/24		
E105	ENLARGED SITE PLAN - DETAILS	05/01/24		
E201	OVERALL FIRST FLOOR PLAN - POWER	05/01/24		
E201A	FIRST FLOOR PLAN - AREA A - POWER	05/01/24		
E201B	FIRST FLOOR PLAN - AREA B - POWER	05/01/24		
E201C	FIRST FLOOR PLAN - AREA C - POWER	05/01/24		
E202	OVERALL SECOND FLOOR PLAN - POWER	05/01/24		
E202A	SECOND FLOOR PLAN - AREA A - POWER	05/01/24		
E202B	SECOND FLOOR PLAN - AREA B - POWER	05/01/24		
E202C	SECOND FLOOR PLAN - AREA C - POWER	05/01/24		
E203	UPPER ROOF PLAN - POWER	05/01/24		
E301	OVERALL SECOND FLOOR PLAN - GROUNDING AND LIGHTNING PROTECTION SYSTEM	05/01/24		
E302	SECOND FLOOR PLAN - AREA A - GROUNDING AND LIGHTNING PROTECTION SYSTEM	05/01/24		
E303	SECOND FLOOR PLAN - AREA B - GROUNDING AND LIGHTNING PROTECTION SYSTEM	05/01/24		
E304	SECOND FLOOR PLAN - AREA C - GROUNDING AND LIGHTNING PROTECTION SYSTEM	05/01/24		
E305	UPPER ROOF PLAN - GROUNDING AND LIGHTNING PROTECTION SYSTEM	05/01/24		
E401	ENLARGED FLOOR PLANS - ELECTRICAL ROOMS	05/01/24		
E402	ENLARGED FLOOR PLANS - DATA CENTER & FORENSIC LAB	05/01/24		
E403	ELEVATION - STAIR LIGHTING	05/01/24		
E501	ELECTRICAL STANDARD DETAILS SHEET 1	05/01/24		
E502	ELECTRICAL STANDARD DETAILS SHEET 2	05/01/24		
E503	ELECTRICAL STANDARD DETAILS SHEET 3	05/01/24		
E504	ELECTRICAL STANDARD DETAILS SHEET 4	05/01/24		
E505	ELECTRICAL STANDARD DETAILS SHEET 5	05/01/24		
E601	FEEDER AND TRANSFORMER SCHEDULE	05/01/24		
E602	PANEL SCHEDULE SHEET 1	05/01/24		
E603	PANEL SCHEDULE SHEET 2	05/01/24		
E604	PANEL SCHEDULE SHEET 3	05/01/24		
E605	PANEL SCHEDULE SHEET 4	05/01/24		
E606	PANEL SCHEDULE SHEET 5	05/01/24		
E607	PANEL SCHEDULE SHEET 6	05/01/24		
E608	LUMINAIRE SCHEDULES	05/01/24		
E701	ELECTRICAL POWER DISTRIBUTION SCHEMATICS	05/01/24		
EQ201	OVERALL FIRST FLOOR PLAN - MECHANICAL EQUIPMENT	05/01/24		
EQ201A	FIRST FLOOR PLAN - AREA A - MECHANICAL EQUIPMENT	05/01/24		
EQ201B	FIRST FLOOR PLAN - AREA B - MECHANICAL EQUIPMENT	05/01/24		
EQ201C	FIRST FLOOR PLAN - AREA C - MECHANICAL EQUIPMENT	05/01/24		
EQ202	OVERALL SECOND FLOOR PLAN - MECHANICAL EQUIPMENT	05/01/24		
EQ202A	SECOND FLOOR PLAN - AREA A - MECHANICAL EQUIPMENT	05/01/24		
EQ202B	SECOND FLOOR PLAN - AREA B - MECHANICAL EQUIPMENT	05/01/24		
EQ202C	SECOND FLOOR PLAN - AREA C - MECHANICAL EQUIPMENT	05/01/24		
EQ203	UPPER ROOF PLAN - MECHANICAL EQUIPMENT	05/01/24		

PLUMBING - Prepared by: AECOM

P001	PLUMBING GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS	05/01/24		
P301	PLUMBING ENLARGED PLANS	05/01/24		
P302	PLUMBING ENLARGED PLANS	05/01/24		
P601	PLUMBING DETAILS	05/01/24		
P602	PLUMBING DETAILS	05/01/24		
P701	PLUMBING SCHEDULES	05/01/24		
P901	PLUMBING ISOMETRIC DIAGRAMS	05/01/24		
P902	PLUMBING ISOMETRIC DIAGRAMS	05/01/24		
P903	PLUMBING ISOMETRIC DIAGRAMS	05/01/24		

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PG100	OVERALL - UNDERGROUND PLUMBING PLAN	05/01/24		
PG100A	UNDERGROUND PLUMBING PLAN - AREA A	05/01/24		
PG100B	UNDERGROUND PLUMBING PLAN - AREA B	05/01/24		
PG100C	UNDERGROUND PLUMBING PLAN - AREA C	04/17/24		
PG101	OVERALL - FIRST FLOOR PLUMBING PLAN - DRAINAGE	05/01/24		
PG101A	FIRST FLOOR PLUMBING PLAN - AREA A - DRAINAGE	05/01/24		
PG101B	FIRST FLOOR PLUMBING PLAN - AREA B - DRAINAGE	05/01/24		
PG101C	FIRST FLOOR PLUMBING PLAN - AREA C - DRAINAGE	04/17/24		
PG102	OVERALL - SECOND FLOOR PLUMBING PLAN - DRAINAGE	05/01/24		
PG102A	SECOND FLOOR PLUMBING PLAN - AREA A - DRAINAGE	05/01/24		
PG102B	SECOND FLOOR PLUMBING PLAN - AREA B - DRAINAGE	05/01/24		
PG102C	SECOND FLOOR PLUMBING PLAN - AREA C - DRAINAGE	04/17/24		
PG103	OVERALL ROOF PLAN	05/01/24		
PG103A	FLOOR PLAN - ROOF - AREA A	05/01/24		
PG103B	FLOOR PLAN - ROOF - AREA B	05/01/24		
PG103C	FLOOR PLAN - ROOF - AREA C	05/01/24		
PS100	OVERALL - UNDERGROUND PLAN - STORM	05/01/24		
PS100A	UNDERGROUND PLAN - AREA A - STORM	05/01/24		
PS100B	UNDERGROUND PLAN - AREA B - STORM	05/01/24		
PS100C	UNDERGROUND PLAN - AREA C - STORM	05/01/24		
PS101	OVERALL - FIRST FLOOR PLAN - STORM	05/01/24		
PS101A	FIRST FLOOR PLAN - AREA A - STORM	05/01/24		
PS101B	FIRST FLOOR PLAN - AREA B - STORM	05/01/24		
PS101C	FIRST FLOOR PLAN - AREA C - STORM	05/01/24		
PS102	OVERALL - SECOND FLOOR PLAN - STORM	05/01/24		
PS102A	SECOND FLOOR PLAN - AREA A - STORM	05/01/24		
PS102B	SECOND FLOOR PLAN - AREA B - STORM	05/01/24		
PS102C	SECOND FLOOR PLAN - AREA C - STORM	05/01/24		
PW101	OVERALL - FIRST FLOOR PLUMBING PLAN - WATER	05/01/24		
PW101A	FIRST FLOOR PLUMBING PLAN - AREA A - WATER	05/01/24		
PW101B	FIRST FLOOR PLUMBING PLAN - AREA B - WATER	05/01/24		
PW101C	FIRST FLOOR PLUMBING PLAN - AREA C - WATER	05/01/24		
PW102	OVERALL - SECOND FLOOR PLUMBING PLAN - WATER	05/01/24		
PW102A	SECOND FLOOR PLUMBING PLAN - AREA A - WATER	05/01/24		

FIRE ALARM - Prepared By: AECOM

FA001	FIRE ALARM GENERAL NOTES, LEGEND, SYMBOLS AND ABBREVIATIONS	05/01/24		
FA101	FIRE ALARM FIRST FLOOR PLAN - OVERALL	05/01/24		
FA101A	FIRE ALARM FIRST FLOOR PLAN - AREA A	05/01/24		
FA101B	FIRE ALARM FIRST FLOOR PLAN - AREA B	05/01/24		
FA101C	FIRE ALARM FIRST FLOOR PLAN - AREA C	05/01/24		
FA102	FIRE ALARM SECOND FLOOR PLAN - OVERALL	05/01/24		
FA102A	FIRE ALARM SECOND FLOOR PLAN - AREA A	05/01/24		
FA102B	FIRE ALARM SECOND FLOOR PLAN - AREA B	05/01/24		
FA102C	FIRE ALARM SECOND FLOOR PLAN - AREA C	05/01/24		
FA103	FIRE ALARM ROOF FLOOR PLAN - OVERALL	05/01/24		
FA301	FIRE ALARM DEVICE MOUNTING HEIGHTS	05/01/24		
FA501	FIRE ALARM SEQUENCE OF OPERATIONS	05/01/24		
FA701	FIRE ALARM RISER DIAGRAM	05/01/24		

AUDIO VISUALS - Prepared By: AECOM

TA001	AUDIO VISUAL GENERAL NOTES, LEGEND, SYMBOLS AND ABBREVIATIONS	05/01/24		
TA101	AUDIO VISUAL FLOOR PLAN LEVEL 1 -OVERALL	05/01/24		
TA101A	AUDIO VISUAL FIRST FLOOR PLAN - AREA A	05/01/24		
TA101B	AUDIO VISUAL FIRST FLOOR PLAN - AREA B	05/01/24		
TA102	AUDIO VISUAL SECOND FLOOR PLAN - OVERALL	05/01/24		
TA102A	AUDIO VISUAL SECOND FLOOR PLAN - AREA A	05/01/24		
TA102B	AUDIO VISUAL SECOND FLOOR PLAN - AREA B	05/01/24		
TA401	AUDIO VISUAL ELEVATIONS	05/01/24		
TA501	AUDIO VISUAL DETAIL SHEET 1	05/01/24		

EXHIBIT "A"
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TA502	AUDIO VISUAL DETAIL SHEET 2	05/01/24		
TA701	AUDIO VISUAL TRAINING ROOM A & B AV ONE LINE DIAGRAM	05/01/24		

TELECOMMUNICATIONS - Prepared By: AECOM

T001	TELECOMMUNICATION GENERAL NOTES, LEGENDS, SYMBOLS AND ABBREVIATIONS	05/01/24		
T101	TELECOMMUNICATIONS FIRST FLOOR PLAN - OVERALL	05/01/24		
T101A	TELECOMMUNICATIONS FIRST FLOOR PLAN - AREA A	05/01/24		
T101B	TELECOMMUNICATIONS FIRST FLOOR PLAN - AREA B	05/01/24		
T101C	TELECOMMUNICATIONS FIRST FLOOR PLAN - AREA C	05/01/24		
T102	TELECOMMUNICATIONS SECOND FLOOR PLAN - OVERALL	05/01/24		
T102A	TELECOMMUNICATIONS SECOND FLOOR PLAN - AREA A	05/01/24		
T102B	TELECOMMUNICATIONS SECOND FLOOR PLAN - AREA B	05/01/24		
T102C	TELECOMMUNICATIONS SECOND FLOOR PLAN - AREA C	05/01/24		
T103	TELECOMMUNICATIONS ROOF FLOOR PLAN - OVERALL	05/01/24		
T104	SITE PLAN - TELECOMMUNICATION	05/01/24		
T401	ENLARGED FLOOR PLANS -TELECOMMUNICATION - IDFROOMS, MPOE'S	05/01/24		
T402	ENLARGED PLANS - TELECOMM - MAIN DATA CENTER, REAL TIME CRIME CENTER	05/01/24		
T403	RACK ELEVATIONS SHEET 1	05/01/24		
T501	TELECOMMUNICATIONS DETAILS SHEET 1	05/01/24		
T502	TELECOMMUNICATIONS DETAILS SHEET 2	05/01/24		
T503	TELECOMMUNICATIONS DETAILS SHEET 3	05/01/24		
T504	TELECOMMUNICATIONS DETAILS SHEET 4	05/01/24		
T505	TELECOMMUNICATIONS DETAILS SHEET 5	05/01/24		
T701	TELECOMMUNICATIONS FIBER RISER DIAGRAM	05/01/24		
T702	TELECOMMUNICATIONS COPPER RISER DIAGRAM	05/01/24		
T703	TELECOMMUNICATIONS GROUNDING AND BONDING RISER DIAGRAM	05/01/24		

SECURITY - Prepared By: AECOM

TY001	SECURITY GENERAL NOTES, LEGEND, SYMBOLS AND ABBREVIATIONS	05/01/24		
TY101	SECURITY FIRST FLOOR PLAN - OVERALL	05/01/24		
TY101A	SECURITY FIRST FLOOR PLAN - AREA A	05/01/24		
TY101B	SECURITY FIRST FLOOR PLAN - AREA B	05/01/24		
TY101C	SECURITY FIRST FLOOR PLAN - AREA C	05/01/24		
TY102	SECURITY SECOND FLOOR PLAN - OVERALL	05/01/24		
TY102A	SECURITY SECOND FLOOR PLAN - AREA A	05/01/24		
TY102B	SECURITY SECOND FLOOR PLAN - AREA B	05/01/24		
TY102C	SECURITY SECOND FLOOR PLAN - AREA C	05/01/24		
TY104	SECURITY SITE PLAN	05/01/24		
TY501	SECURITY - STANDARD DETAILS SHEET	05/01/24		
TY601	SECURITY SCHEDULES SHEET 1	05/01/24		
TY602	SECURITY SCHEDULES SHEET 2	05/01/24		
TY701	SECURITY - RISER DIAGRAM	05/01/24		

FIRE PROTECTION -Prepared By: AECOM

F001	FIRE PROTECTION SYMBOLS, LEGEND, ABBREVIATIONS AND NOTES	05/01/24		
F101	OVERALL FIRST FLOOR FIRE PROTECTION PLAN	05/01/24		
F101A	FIRST FLOOR FIRE PROTECTION PLAN - AREA A	05/01/24		
F101B	FIRST FLOOR FIRE PROTECTION PLAN - AREA B	05/01/24		
F101C	FIRST FLOOR FIRE PROTECTION PLAN - AREA C	05/01/24		
F102	OVERALL SECOND FLOOR FIRE PROTECTION PLAN	05/01/24		
F102A	SECOND FLOOR FIRE PROTECTION PLAN - AREA A	05/01/24		
F102B	SECOND FLOOR FIRE PROTECTION PLAN - AREA B	05/01/24		
F301	FIRE PROTECTION STACK DIAGRAMS	05/01/24		
F501	FIRE PROTECTION DETAILS	05/01/24		

SPECIFICATIONS:

Note: Specification Sections in *italics* are acknowledged but may be incomplete or missing information.

DIVISION 00 - Procurement and Contracting Requirements

101	PROJECT TITLE PAGE	05/01/24		
110	TABLE OF CONTENTS	05/01/24		

EXHIBIT "A"
Bradenton Police Department HQ
Owner Contract

Identification of Drawings
By: NDC Construction Company

DIVISION 01 - General Requirements

14000	QUALITY REQUIREMENTS	05/01/24		
14339	*MOCKUPS*	*05/01/24*		
18113	SUSTAINABLE DESIGN REQUIREMENTS – LEED v BD+C	05/01/24		

DIVISION 02 - Exisiting Conditions

24116	STRUCTURE DEMOLITION	05/01/24		

DIVISION 03 - Concrete

31000	CONCRETE FORMING AND ACCESSORIES	05/01/24		
32000	CONCRETE REINFORCING	05/01/24		
33000	CAST-IN-PLACE CONCRETE	05/01/24		
33300	ARCHITECTURAL CONCRETE	05/01/24		
33816	UNBONDED POST-TENSIONED CONCRETE	05/01/24		

DIVISION 04 - Masonry

42200	CONCRETE UNIT MASONRY	05/01/24		

DIVISION 05 - Metals

51200	STRUCTURAL STEEL FRAMING	05/01/24		
53100	STEEL DECKING	05/01/24		
54000	COLD-FORMED METAL FRAMING	05/01/24		
55000	METAL FABRICATIONS	05/01/24		
55113	METAL PAN STAIRS	05/01/24		
55213	PIPE AND TUBE RAILINGS	05/01/24		
57300	DECORATIVE METAL RAILINGS	05/01/24		
57313	GLAZED DECORATIVE METAL RAILINGS	05/01/24		

DIVISION 06 - Wood, Plastics, and Composites

61053	MISCELLANEOUS ROUGH CARPENTRY	05/01/24		
61600	SHEATHING	05/01/24		
64116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	05/01/24		

DIVISION 07 - Thermal and Moisture Protection

71113	BITUMINOUS DAMPPROOFING	05/01/24		
71326	SELF-ADHERING SHEET WATERPROOFING	05/01/24		
71800	TRAFFIC COATINGS	05/01/24		
71900	WATER REPELLENTS	05/01/24		
72100	THERMAL INSULATION	05/01/24		
75423	*THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING*	*05/01/24*		
77200	*ROOF ACCESSORIES*	*05/01/24*		
78413	PENETRATION FIRESTOPPING	05/01/24		
78443	JOINT FIRESTOPPING	05/01/24		

DIVISION 08 - Openings

81113	*HOLLOW METAL DOORS AND FRAMES*	*05/01/24*		
83326	OVERHEAD COILING GRILLES	05/01/24		
83455	BALLISTIC FLUSH WOOD DOOR ASSEMBLIES	05/01/24		
87100	DOOR HARDWARE	05/01/24		

DIVISION 09 - Finishes

92400	*CEMENT PLASTERING*	*05/01/24*		
93013	CERAMIC TILING	05/01/24		
95113	ACOUSTICAL PANEL CEILINGS	05/01/24		
95123	ACOUSTICAL TILE CEILINGS	05/01/24		
96340	STONE THRESHOLD	05/01/24		
96500	RUBBER REDUCER STRIP	05/01/24		
96513	RESILIENT BASE AND ACCESSORIES	05/01/24		

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96519	RESILIENT TILE FLOORING	05/01/24		
96536	STATIC-CONTROL RESILIENT FLOORING	05/01/24		
96566	RESILIENT ATHLETIC FLOORING	05/01/24		
96723	RESINOUS FLOORING	05/01/24		
96813	TILE CARPETING	05/01/24		
96933	*LOW-PROFILEFIXED HEIGHT ACCESS FLOORING*	*05/01/24*		
97216	VINYL WALLCOVERING	05/01/24		
99113	EXTERIOR PAINTING	05/01/24		
99123	INTERIOR PAINTING	05/01/24		
99600	HIGH-PERFORMANCE COATINGS	05/01/24		

DIVISION 10 - Specialties

101400	SIGNAGE	05/01/24		
102113	TOILET COMPARTMENTS	05/01/24		
102116	SHOWER AND DRESSING COMPARTMENS	05/01/24		
102239	FOLDING PANEL PARTITIONS	05/01/24		
102613	VINYL CORNER GUARD	05/01/24		
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	05/01/24		
102813	TOILET ACCESSORIES	05/01/24		
104413	FIRE PROTECTION CABINETS	05/01/24		
104416	FIRE EXTINGUISHERS	05/01/24		
105113	METAL LOCKERS	05/01/24		
105613	*METAL STORAGE SHELVING*	*05/01/24*		
105626	MOBILE STORAGE SHELVING	05/01/24		
107516	GROUND-SET FLAGPOLES	05/01/24		

DIVISION 12 - Furnishings

122413	ROLLER WINDOW SHADES	05/01/24		
123553	*LABORATORY CASEWORK*	*05/01/24*		
123616	METAL COUNTERTOPS	05/01/24		
123661	SIMULATED STONE COUNTERTOPS	05/01/24		
124813	ENTRANCE FLOOR MATS AND FRAMES	05/01/24		

DIVISION 13 - Special Construction

134713	BULLET-RESISTANT FIBERGLASS PANELS	05/01/24		

DIVISION 21 - Fire Suppression

210517	SLEEVES AND SLEEVE SEALS FOR FIRE-SUPPRESSION PIPING	05/01/24		
210518	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	05/01/24		
210523	GENERAL-DUTY VALVES FOR WATER-BASED FIRE-SUPPRESSION	05/01/24		
210529	HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND	05/01/24		
210553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	05/01/24		
210800	COMMISSIONING OF FIRE SUPPRESSION	05/01/24		
211100	FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING	05/01/24		
211119	FIRE DEPARTMENT CONNECTIONS	05/01/24		
211313	WET-PIPE SPRINKLER SYSTEMS	05/01/24		
212200	CLEAN-AGENT FIRE-EXTINGUISHING SYSTEMS	05/01/24		

DIVISION 22 - Plumbing

220513	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	05/01/24		
220516	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	05/01/24		
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	05/01/24		
220518	ESCUTCHEONS FOR PLUMBING PIPING	05/01/24		
220519	METERS AND GAGES FOR PLUMBING PIPING	05/01/24		
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	05/01/24		
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	05/01/24		
220548	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING PIPING AND	05/01/24		
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	05/01/24		
220716	PLUMBING EQUIPMENT INSULATION	05/01/24		

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220719	PLUMBING PIPING INSULATION	05/01/24		
220800	COMMISSIONING OF PLUMBING	05/01/24		
221116	DOMESTIC WATER PIPING	05/01/24		
221119	DOMESTIC WATER PIPING SPECIALTIES	05/01/24		
221123	DOMESTIC WATER PUMPS	05/01/24		
221316	SANITARY WASTE AND VENT PIPING	05/01/24		
221319	SANITARY WASTE PIPING SPECIALTIES	05/01/24		
221413	FACILITY STORM DRAINAGE PIPING	05/01/24		
221423	STORM DRAINAGE PIPING SPECIALTIES	05/01/24		
221429	SUMP PUMPS	05/01/24		
223300	ELECTRIC, DOMESTIC-WATER HEATERS	05/01/24		
224200	COMMERCIAL PLUMBING FIXTURES	05/01/24		
224213	COMMERCIAL WATER CLOSETS, URINALS, and BIDETS	01/17/24		
224500	EMERGENCY PLUMBING FIXTURES	05/01/24		
224600	SECURITY PLUMBING FIXTURES	05/01/24		
224713	DRINKING FOUNTAINS	05/01/24		
224716	PRESSURE WATER COOLERS	05/01/24		

DIVISION 23 - Heating, Ventilating, and Air Conditioning (HVAC)

230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	05/01/24		
230516	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	05/01/24		
230517	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	05/01/24		
230518	EXCUTCHEONS FOR HVAC PIPING	05/01/24		
230519	METERS AND GAGES FOR HVAC PIPING	05/01/24		
230523	GENERAL-DUTY VALVES FOR HVAC PIPING	05/01/24		
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	05/01/24		
230548	VIBRATION AND SEISMIC CONTROLS FOR HVAC	05/01/24		
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	05/01/24		
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	05/01/24		
230713	DUCT INSULATION	05/01/24		
230716	HVAC EQUIPMENT INSULATION	05/01/24		
230719	HVAC PIPING INSULATION	05/01/24		
230800	COMMISSIONING OF HVAC	05/01/24		
230923	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	05/01/24		
232113	HYDRONIC PIPING	05/01/24		
232116	HYDRONIC PIPING SPECIALTIES	05/01/24		
232123	HYDRONIC PUMPS	05/01/24		
232300	REFRIGERANT PIPING	05/01/24		
232513	WATER TREATMENT FOR CLOSED-LOOP HYRONIC SYSTEMS	05/01/24		
233113	METAL DUCTS	05/01/24		
233300	AIR DUCT ACCESSORIES	05/01/24		
233346	FLEXIBLE DUCTS	05/01/24		
233416	CENTRIFUGAL HVAC FANS	05/01/24		
233423	HVAC POWER VENTILATORS	05/01/24		
233713	DIFFUSERS, REGISTERS, AND GRILLES	05/01/24		
236423	SCROLL WATER CHILLERS	05/01/24		
237223	PACKAGED AIR-TO-AIR ENERGY-RECOVERY UNITS	05/01/24		
237433	DEDICATED OUTDOOR-AIR UNITS	05/01/24		
238123	COMPUTER-ROOM AIR-CONDITIONERS	05/01/24		
238126	SPLIT-SYSTEM AIR-CONDITIONERS	05/01/24		
238219	FAN COIL UNITS	05/01/24		
238239	UUNIT HEATERS	05/01/24		
238416	MECHANICAL DEHUMIDIFICATION UNITS	05/01/24		

DIVISION 26 - Electrical

260500	COMMON WORK RESULTS FOR ELECTRICAL	05/01/24		
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	05/01/24		
260523	CONTROL-VOLTAGE ELECTRICAL POWER CABLES	04/17/24		
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	05/01/24		
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	05/01/24		

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Bradenton Police Department HQ
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By: NDC Construction Company

260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	05/01/24		
260536	CABLE TRAYS FOR ELECTRICAL SYSTEMS	05/01/24		
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL	05/01/24		
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND	05/01/24		
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	05/01/24		
260573	OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY	05/01/24		
260800	COMMISSIONING OF ELECTRICAL SYSTEMS	05/01/24		
260913	ELECTRICAL POWER MONITORING AND CONTROL	05/01/24		
260923	LIGHTING CONTROL DEVICES	05/01/24		
260943	NETWORK LIGHTING CONTROLS	05/01/24		
262213	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	05/01/24		
262300	LOW-VOLTAGE SWITCHGEAR	05/01/24		
262413	SWITCHBOARDS	05/01/24		
262416	PANELBOARDS	05/01/24		
262713	ELECTRICTY METERING	05/01/24		
262719	MULTI-OUTLET ASSEMBLIES	05/01/24		
262726	WIRING DEVICES	05/01/24		
262743	ELECTRIC-VEHICLE SERVICE EQUIPMENT – AC LEVEL AND	05/01/24		
262813	FUSES	05/01/24		
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	05/01/24		
263213	DIESEL-ENGINE-DRIVEN GENERATOR SETS	05/01/24		
263353	STATIC UNINTERRUPTIBLE POWER SUPPLY	05/01/24		
263600	TRANSFER SWITCHES	05/01/24		
264113	LIGHTNING PROTECTION FOR STRUCTURES	05/01/24		
264313	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER	05/01/24		
265119	LED INTERIOR LIGHTING	05/01/24		
265213	EMERGENCY AND EXIT LIGHTING	05/01/24		
265613	LIGHTING POLES AND STANDARDS	05/01/24		
265619	LED EXTERIOR LIGHTING	05/01/24		

DIVISION 27 - Communications

270526	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	05/01/24		
270528	PATHWAYS FOR COMMUNICATIONS SYSTEMS	05/01/24		
270529	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	05/01/24		
270536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	05/01/24		
270543	UNDERGROUND PATHWAYS AND STRUCTURES FOR	05/01/24		
270544	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS	05/01/24		
270553	IDENTIFICATION FOR COMMUNICATIONS SYSTEMS	05/01/24		
271100	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	05/01/24		
271116	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	05/01/24		
271313	COMMUNICATIONS COPPER BACKBONE CABLING	05/01/24		
271323	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	05/01/24		
271333	COMMUNICATIONS COAXIAL BACKBONE CABLING	05/01/24		
271513	COMMUNICATIONS COPPER HORIZONTAL CABLING	05/01/24		
271523	COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING	05/01/24		
271533	COMMUNICATIONS COAXIAL HORIZONTAL CABLING	05/01/24		
275116	PUBLIC ADDRESS SYSTEMS	05/01/24		

DIVISION 28 - Electronic Safety and Security

281300	ACCESS CONTROL SOFTWARE AND DATABASE MANAGEMENT	05/01/24		
281500	ACCESS CONTROL HARDWARE DEVICES	05/01/24		
282000	VIDEO SURVEILLANCE	05/01/24		

DIVISION 32 - Exterior Work

323119	Decorative Metal Fences and Gates	05/01/24		
328400	PLANTING IRRIGATION	05/01/24		

Exhibit B

Bradenton Police Headquarters
GMP

Allowances
By: NDC Construction Company
Dated: 07/24/2024

The following allowances were used in creating the GMP:

Division 1 – General Conditions

1. In accordance with Section 11.4 of the Form-Based Code, an allowance of $75,707 (based on 0.25% of the project cost) has been included for public art.

Division 10 – Specialties

1. An allowance of $112,811 has been included for a manual Mobile Storage Shelving Unit due to limited specifications.

Division 11 – Equipment

1. An allowance of $5,000 has been included for residential appliances due to limited specifications.

Division 22 – Plumbing

1. An allowance of $98,310 has been included for Lavatory Sinks L-1, L-2 and L-3 due to limited specifications.

Division 26 – Electrical

1. An allowance of $58,700 has been included for BDA system. Actual design requirements for a BDA System will be verified after field-testing of the signal strength is performed during construction of the building.
2. An allowance of $25,000 has been included for the relocation of existing FPL services that may conflict with the site design. At the time of this GMP, FPL has not completed their analysis and design of the necessary work.

Divisions 31 & 32 – Earthwork & Exterior Improvements

1. An allowance of $37,038 has been included to remove “contaminated materials”, if encountered on site.
2. An allowance of $6,880 has been included for landscape lights for the Royal Palms due to limited specifications.

Exhibit C

Bradenton Police Headquarters
GMP

Assumptions & Qualifications
By: NDC Construction Company
Dated: 07/24/2024

NDC Construction Company has prepared and is submitting our Guaranteed Maximum Price (GMP) for work related to the Bradenton Police Headquarters project. This GMP was created from 100% Construction Drawings provided by AECOM dated 05-01-2024. No addenda have been received nor acknowledged. The Project Specifications are acknowledged by NDC, but due to their limited/incomplete nature, may not necessarily be incorporated into this GMP (refer to Specification Sections in *italics* in the Identification of Contract Documents section of Exhibit A for an accounting of those that may be missing information).

The following qualifications and clarifications apply to the GMP:

Division 1 – General Conditions

1. Cost associated with Permit Fees are by Owner.
2. Cost associated with Impact Fees are by Owner.
3. Cost associated with Threshold Inspection Services are by Owner, if required.
4. Cost associated with construction material testing are by Owner.
5. Cost associated with Builders Risk Insurance are by Owner.
6. Cost associated with Environmental Testing or Cleanup, if necessary, are by owner.
7. Cost associated with Geotechnical Engineering, testing, site monitoring and reporting are by others.
8. Cost associated with monitoring or testing of potentially contaminated materials, as noted in the Conditional Site Rehabilitation Completion Order, dated May 18, 2017 prepared by FDEP.
9. The cost for Subcontractor Default Insurance has been included by NDC
10. The cost for Payment and Performance Bond has been included by NDC
11. An allowance of $829,000 has been included to be used at NDC's discretion for contingency / unforeseen conditions.
12. An anticipated tax savings of $300,000 has been included.
13. A future value engineering savings of $300,000 has been included.
14. Sustainable Design Requirements have not been included due to limited project specifications.

Division 05 – Metals

1. Glass railing system included as Boca Grande Rail System manufactured by Stainless Fabricators or equal.

Division 06 – Wood, Plastics & Composites

1. AWI certification for casework not included.
2. Solid surface included as Corian level 1 were not specified Quartz.

Division 07 – Thermal & Moisture Protection

1. Waterproofing for elevator pit has been included as a waterproof additive to concrete mix in lieu of sheet applied as specified.
2. TPO roof assembly has been included as 60 mil TPO membrane over insulation board in lieu of a cover board over the insulation board and 60 mil TPO fleece back membrane.

Division 09 – Finishes

1. Traditional Stucco systems per ASTM C926 and C1063 included in lieu of direct applied fiber-reinforced hard coat composite system listed in specifications section 092400.
2. Stucco to be painted in lieu of color tinted material being applied per the specification section 092400.

Division 10 – Specialties

1. Toilet partitions panels are included as 72" high in lieu of the 90" shown on drawings.
2. Unless otherwise noted in this GMP, NDC excludes all cost to furnish and/or install Fixtures, Furniture and Equipment ("FF&E") shown on the *Interior Furniture and Equipment Plans – For Reference* drawing set

dated May 7, 2024. If FF&E items are to be Contractor Installed, pricing can be provided once exact requirements are determined.

Division 14 – Conveying Equipment

1. A Kone, 2,500 LB, 150fpm, machine room-less, gearless traction elevator has been included with standard features.

Division 22 – Plumbing

1. The combination lavatory / toilet (WC-3) has been included as Acorn 1449-LO/RO-3-04-M-BPH-CW-FVH-HET-PB-H combination unit due to limited specifications.
2. Shower drains for SH-1 and SH-2 have been included as Luxe SP-36 SQ Pattern 36" linear drain due limited of specifications.
3. Thermostatic Mixing Valves TMV-1, TMV-2 and TMV-3 have been included as Symmons 7-900A- W Temprol mixing valve assembly due to limited specifications.

Division 26 – Electrical

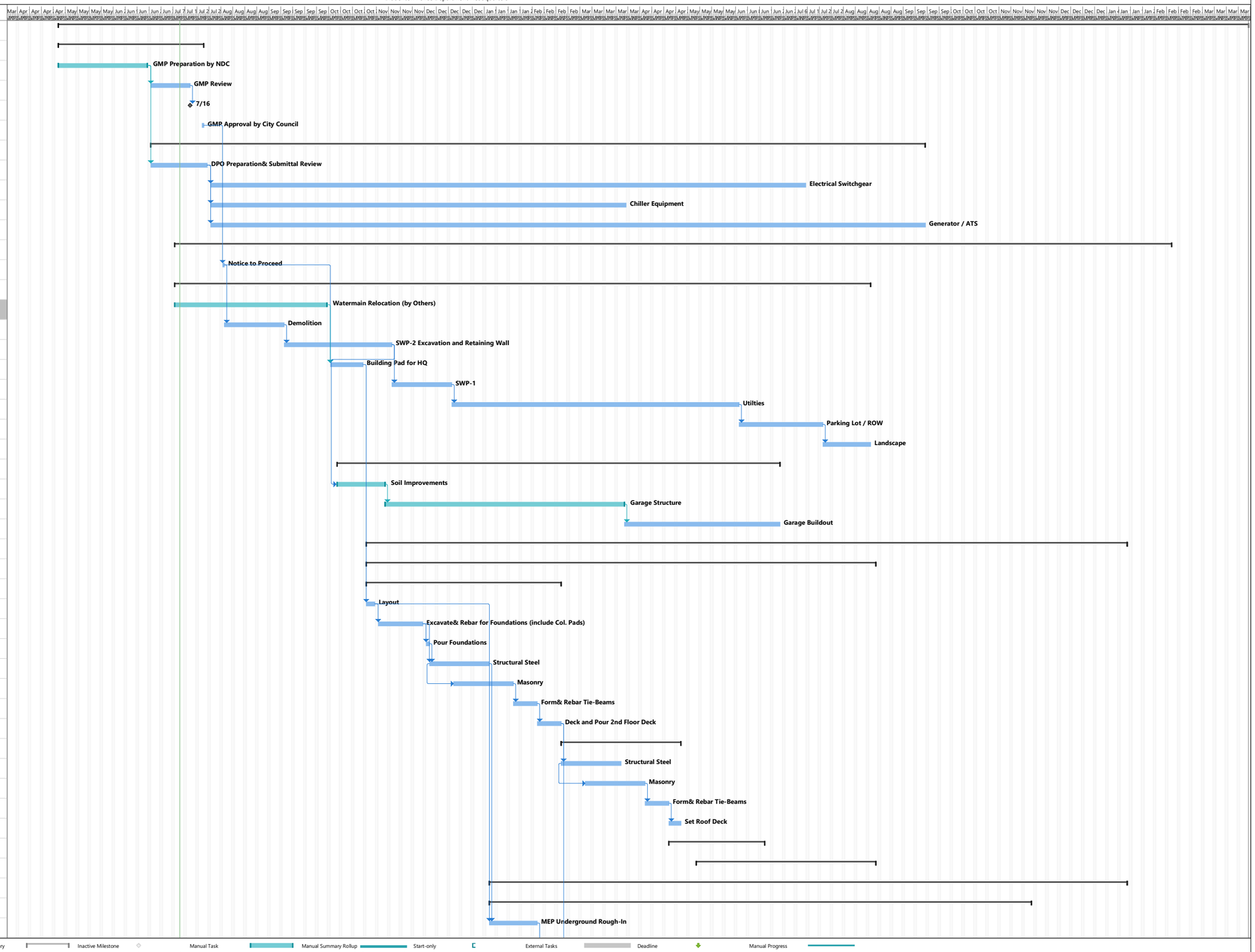
1. The Generator has been included to meet Tier 2 emissions standards and not Tier 4.
2. A Level 1 Aluminum Sound Attenuated, Extreme Performance Group 6 (178 MPH Wind Rated) factory generator enclosure has been included in lieu of Level 3 Sound Attenuated HVHZ approved (High Velocity Hurricane Zone) Large Missile Impact rated 3rd party generator enclosure.
3. The Data Center UPS has been included with a 13-minute run time at designed loads, in lieu of the 15 minutes specified.
4. Copper Counterpoise Grounding is included per details in drawings and not stainless steel per specifications.

Divisions 31 & 32 – Earthwork & Exterior Improvements

1. The removal of any contaminated soil has been included as an allowance item.
2. Planting soil mixture as specified on landscape drawings has not been included for grass / sod areas.
3. The eastern section (approximately 215 LF) of 10' fence between the water tower and building has been excluded, as it is understood this section will be deleted in future plan revisions.
4. Ameristar Fence panel post are included as 4" for 8' and 10' high panels and 2-1/2" for 6' high panels.
5. Exodus panic gates included with Von Duprin 99 exit devise and trim and LCN 4040 closer in lieu of those specified.
6. Chain link fence at dumpster wall, generator and parking garage included as 9 gauge black vinyl coated.
7. Site Furnishings include bike racks only by NDC, all other items by owner.

Exhibit D
Proposed Project Schedule
Bradenton Police Department Headquarters

ID	Task Name	Duration	Start
1	**Bradenton Police Department HQ**	**498 days**	**Wed 5/1/24**
2	**GMP Preparation**	**61 days**	**Wed 5/1/24**
3	GMP Preparation by NDC	38 days	Wed 5/1/24
4	GMP Review	17 days	Mon 6/24/24
5	GMP Package Due for Agenda	0 days	Tue 7/16/24
6	GMP Approval by City Council	1 day	Wed 7/24/24
7	**Long Lead Procurement (DPOs)**	**325 days**	**Mon 6/24/24**
8	DPO Preparation & Submittal Review	5 wks	Mon 6/24/24
9	Electrical Switchgear	50 wks	Mon 7/29/24
10	Chiller Equipment	35 wks	Mon 7/29/24
11	Generator / ATS	60 wks	Mon 7/29/24
12	**Construction Phase**	**417 days**	**Mon 7/8/24**
13	Notice to Proceed	1 day	Mon 8/5/24
14	**Sitework**	**291 days**	**Mon 7/8/24**
15	Watermain Relocation (by Others)	13 wks	Mon 7/8/24
16	Demolition	25 days	Tue 8/6/24
18	SWP-2 Excavation and Retaining Wall	45 days	Tue 9/10/24
17	Building Pad for HQ	15 days	Mon 10/7/24
19	SWP-1	25 days	Tue 11/12/24
20	Utilties	120 days	Tue 12/17/24
21	Parking Lot / ROW	35 days	Tue 6/3/25
22	Landscape	20 days	Tue 7/22/25
23	**Parking Garage**	**185 days**	**Fri 10/11/24**
24	Soil Improvements	20 days	Fri 10/11/24
25	Garage Structure	100 days	Fri 11/8/24
26	Garage Buildout	65 days	Fri 3/28/25
27	**Police HQ Building**	**319 days**	**Mon 10/28/24**
28	**Structure**	**214 days**	**Mon 10/28/24**
29	**1st Floor**	**82 days**	**Mon 10/28/24**
30	Layout	5 days	Mon 10/28/24
31	Excavate & Rebar for Foundations (include Col. Pads)	20 days	Mon 11/4/24
32	Pour Foundations	2 days	Mon 12/2/24
33	Structural Steel	25 days	Wed 12/4/24
34	Masonry	25 days	Wed 12/18/24
35	Form & Rebar Tie-Beams	10 days	Wed 1/22/25
36	Deck and Pour 2nd Floor Deck	10 days	Wed 2/5/25
37	**2nd Floor**	**50 days**	**Wed 2/19/25**
38	Structural Steel	25 days	Wed 2/19/25
39	Masonry	25 days	Wed 3/5/25
40	Form & Rebar Tie-Beams	10 days	Wed 4/9/25
41	Set Roof Deck	5 days	Wed 4/23/25
42	**Roof Level**	**40 days**	**Wed 4/23/25**
47	**Exterior Veneer**	**75 days**	**Fri 5/9/25**
51	**Interior**	**267 days**	**Wed 1/8/25**
52	**1st Floor**	**227 days**	**Wed 1/8/25**
53	MEP Underground Rough-In	20 days	Wed 1/8/25

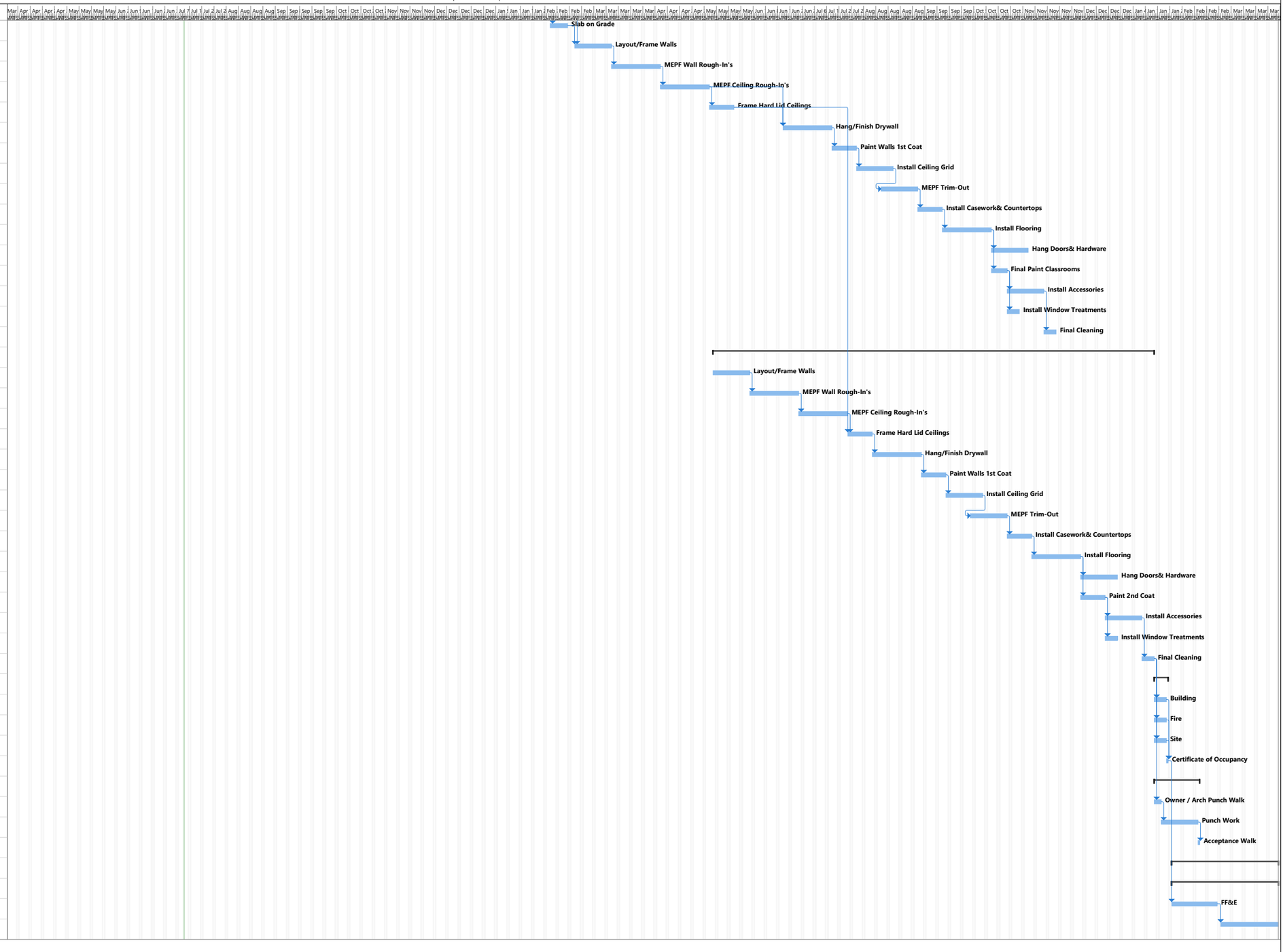


Project: BPD HQ
Date: 07/24/2024

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

Exhibit D
Proposed Project Schedule
Bradenton Police Department Headquarters

ID	Task Name	Duration	Start
54	Slab on Grade	8 days	Wed 2/5/25
55	Layout/Frame Walls	15 days	Wed 2/19/25
56	MEPF Wall Rough-In's	20 days	Wed 3/12/25
57	MEPF Ceiling Rough-In's	20 days	Wed 4/9/25
58	Frame Hard Lid Ceilings	10 days	Wed 5/7/25
59	Hang/Finish Drywall	20 days	Wed 6/18/25
60	Paint Walls 1st Coat	10 days	Wed 7/16/25
61	Install Ceiling Grid	15 days	Wed 7/30/25
62	MEPF Trim-Out	15 days	Wed 8/13/25
63	Install Casework & Countertops	10 days	Wed 9/3/25
64	Install Flooring	20 days	Wed 9/17/25
65	Hang Doors & Hardware	15 days	Wed 10/15/25
66	Final Paint Classrooms	7 days	Wed 10/15/25
67	Install Accessories	15 days	Fri 10/24/25
68	Install Window Treatments	5 days	Fri 10/24/25
69	Final Cleaning	5 days	Fri 11/14/25
70	**2nd Floor**	**180 days**	**Fri 5/9/25**
71	Layout/Frame Walls	15 days	Fri 5/9/25
72	MEPF Wall Rough-In's	20 days	Fri 5/30/25
73	MEPF Ceiling Rough-In's	20 days	Fri 6/27/25
74	Frame Hard Lid Ceilings	10 days	Fri 7/25/25
75	Hang/Finish Drywall	20 days	Fri 8/8/25
76	Paint Walls 1st Coat	10 days	Fri 9/5/25
77	Install Ceiling Grid	15 days	Fri 9/19/25
78	MEPF Trim-Out	15 days	Fri 10/3/25
79	Install Casework & Countertops	10 days	Fri 10/24/25
80	Install Flooring	20 days	Fri 11/7/25
81	Hang Doors & Hardware	15 days	Fri 12/5/25
82	Paint 2nd Coat	10 days	Fri 12/5/25
83	Install Accessories	15 days	Fri 12/19/25
84	Install Window Treatments	5 days	Fri 12/19/25
85	Final Cleaning	5 days	Fri 1/9/26
86	**Final Inspections**	**6 days**	**Fri 1/16/26**
87	Building	5 days	Fri 1/16/26
88	Fire	5 days	Fri 1/16/26
89	Site	5 days	Fri 1/16/26
90	Certificate of Occupancy	1 day	Fri 1/23/26
91	**Punch / Closeout**	**18 days**	**Fri 1/16/26**
92	Owner / Arch Punch Walk	2 days	Fri 1/16/26
93	Punch Work	15 days	Tue 1/20/26
94	Acceptance Walk	1 day	Tue 2/10/26
95	**Post Construction**	**45 days**	**Mon 1/26/26**
96	**BPD Move-INs**	**45 days**	**Mon 1/26/26**
97	FF&E	20 days	Mon 1/26/26
98	Department by Department Relocation	25 days	Mon 2/23/26



Project: BPD HQ
Date: 07/24/2024

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Progress · Manual Progress

Exhibit E

Bradenton Police Headquarters

Alternates

By: NDC Construction Company

Dated: 07/24/2024

The are no alternates included in this GMP.

Exhibit F

Bradenton Police Headquarters

By: NDC Construction Company
Dated: 07/24/2024

The are no unit prices included in this GMP.

EXHIBIT G

AFFIDAVIT OF NO CONFLICT

TO: The City of Bradenton, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Bradenton Police Headquarters,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Manatee

Ronald Allen, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President / Principal (officer's title) of NDC Construction Company (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

RONALD J. ALLEN

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10th day of July 2024, by Ronald J. allen who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Sally K Lindsey

NOTARY PUBLIC STATE OF FLORIDA
Expires 08/16/2025
Sally K Lindsey
My Commission HH 165623

(Seal)
Commission Expires: 6.16.2025

EXHIBIT H

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh PA 15233

License#: 0C36861

CONTACT NAME: Alliant Insurance Services
PHONE (A/C, No, Ext): 8142418274 **FAX (A/C, No):**
E-MAIL ADDRESS: CSGPghCertRequest@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Liberty Insurance Corporation	42404
INSURER C : Employers Ins Co of Wausau - L	21458
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NDCCONS-01
NDC Construction Company
1001 Third Ave West, Suite 600
Bradenton FL 34205

COVERAGES **CERTIFICATE NUMBER:** 2079053841 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		TB5-Z51-292233-014	5/30/2024	5/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y		AS2-Z51-292233-034	5/30/2024	5/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC-Z51-292233-024	5/30/2024	5/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Bradenton Police Dept Headquarters - 00587.

The City of Bradenton, a political subdivision of the State of Florida is included as Additional Insured on a Primary and Non-Contributory basis as respects General Liability and Automobile Liability where required by written contract.

CERTIFICATE HOLDER

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Bond No. ES00017172

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205

SURETY:
(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices

100 Everest Way, Warren Corporate Center
Warren, NJ 07059

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205

CONSTRUCTION CONTRACT
Date: July 24, 2024

Amount: $ 33,904,806.89 Thirty Three Million Nine Hundred Four Thousand Eight Hundred Six Dollars and 89/100

Description:
(Name and location)

The City of Bradenton Police Department Headquarters Project

BOND
Date: July 11, 2024

(Not earlier than Construction Contract Date)

Amount: $ 33,904,806.89 Thirty Three Million Nine Hundred Four Thousand Eight Hundred Six Dollars and 89/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

NDC Construction Company

Signature: _____

Name and Title: Ronald J. Allen, President

SURETY

Company: *(Corporate Seal)*

Everest Reinsurance Company

Signature: _____

Name and Title: Abigayle Simkin, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh, PA 15233
412-863-4570

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

AECOM
7650 W. Courtney Campbell Causeway, Suite 700
Tampa, FL 33607

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

S-1852/AS 8/10

EXHIBIT I

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: **Abigayle Simkin**

Bond No.: ES00017172
Principal: NDC Construction Company
Obligee: The City of Bradenton

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 11th day of July 2024.

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

Bond No. ES00017172

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205

SURETY:
(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate Center
Warren, NJ 07059
Mailing Address for Notices
100 Everest Way, Warren Corporate Center
Warren, NJ 07059

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205

CONSTRUCTION CONTRACT
Date: July 24, 2024

Amount: $ 33,904,806.89 Thirty Three Million Nine Hundred Four Thousand Eight Hundred Six Dollars and 89/100

Description:
(Name and location)
The City of Bradenton Police Department Headquarters Project

BOND
Date: July 11, 2024
(Not earlier than Construction Contract Date)

Amount: $ 33,904,806.89 Thirty Three Million Nine Hundred Four Thousand Eight Hundred Six Dollars and 89/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

NDC Construction Company

Signature: _____
Name and Title: Ronald J. Allen, President

SURETY
Company: *(Corporate Seal)*

Everest Reinsurance Company

Signature: _____
Name and Title: Abigayle Simkin, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh, PA 15233
412-863-4570

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

AECOM
7650 W. Courtney Campbell Causeway, Suite 700
Tampa, FL 33607

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at 100 Everest Way, Warren Corporate Center, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint: **Abigayle Simkin**

Bond No.: ES00017172
Principal: NDC Construction Company
Obligee: The City of Bradenton

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of March 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company, this 11th day of July 2024.

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

AGENDA ITEM NO. 8.y

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFR 24-002EJ Elevated Water Tank Maintenance

SUGGESTED ACTION: Authorize award and pursue a contract with Utility Services, Co., Inc.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On May 3, 2024, the City of Bradenton advertised Request for Proposal (RFP) #24-002EJ Elevated Tank Maintenance and Asset Management. Notice of this RFP was made through DemandStar and an outreach email (565 vendors notified). 12 vendors viewed the solicitation and 5 vendors submitted proposals.

All bidders were deemed responsive by Purchasing. The Committee deemed all bidders responsible.

On June 6, 2024, a three-member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities and demonstrated experience, project approach, and compensation. Prior to scoring the evaluation committee elected to award the solicitation to the highest scoring proposer. After the committee members scored each proposer, Purchasing tallied all the committees scores and deemed Utility Services, Co., Inc., as the highest scoring proposer. Utility Services, Co., Inc. having the highest score is recommended for award.

FINANCIAL IMPACT:

N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:
Motion to authorize the award for RFP 24-002EJ Elevated Tank Maintenance and Asset Management and to pursue a contract with Utility Services, Co., Inc.

ATTACHMENTS:
24-002EJ Notice of Recommended Award
Utility Service Co., Inc. Completed Bid Package

NOTICE OF RECOMMENDED AWARD

SOLICITATION #	24-002EJ		**TYPE:**	Request for Proposals (RFP)	
SOLICITATION TITLE	Elevated Tank Maintenance and Asset Management				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	05/03/2024		**RESPONSE DATE**	05/31/2024	
NOTIFICATIONS	565	**VIEWS**	17	**RESPONSES**	4

RESPONDENTS		
VENDOR	**LOCATION**	**SCORE**
Utility Services Co., Inc.	**Perry, GA**	**87**
American Tank Maintenance	Warthen, GA	76
Razorback LLC	Tarpon Springs, FL	60
TankRehab.com LLC	Jacksonville, FL	50

RECOMMENDED AWARD

It is City of Bradenton's intent to initiate contract negotiations with Utility Services Co., Inc. to provide elevated tank maintenance and asset management services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION

Erin Jones	Erin Jones Digitally signed by Erin Jones Date: 2024.06.07 14:20:56 -04'00'	06/07/2024
Purchasing Manager or Designee	Signature	Date



USG WATER SOLUTIONS

Proposal for

ELEVATED TANK MAINTENANCE AND ASSET MANAGEMENT

(RFP No.: 24-002EJ)

City of Bradenton, FL
May 30, 2024

bradenton
The Friendly City

Proposal for
ELEVATED TANK MAINTENANCE AND ASSET MANAGEMENT
(RFP No.: 24-002EJ)

PUBLIC WORKS & UTILITIES DEPARTMENT
CITY OF BRADENTON, FL

SUBMITTED BY: UTILITY SERVICE GROUP WATER SOLUTIONS, LLC
LEGAL ENTITY: UTILITY SERVICE CO., INC. (TAX IDENTIFICATION NO. 58-1920989)
ADDRESS (HQ): 1230 PEACHTREE STREET NE, SUITE 1100, ATLANTA, GA 30309
PHONE NUMBER: (855) 526–4413

USG WATER SOLUTIONS

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LETTER OF INTEREST

USG WATER
SOLUTIONS

LETTER OF INTEREST

City of Bradenton
101 Old Main St. W, Bradenton, FL 34205

Dear Selection Committee,

We sincerely thank you for the opportunity to respond to the City of Bradenton's *Request for Proposal (RFP) for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ).* We are uniquely positioned to provide the City of Bradenton with the highest quality and most cost-effective water storage tank maintenance and asset management services.

As communities continue to expand and grow, so does the impact on our many natural resources. The successful management of one (1) resource is especially vital—water. Safeguarding our clients' water supply is our singular mission. We partner with both communities and utilities to provide integrated, specialized solutions in all aspects of water utility management—from water quality and advanced metering infrastructure (AMI) systems to full-service maintenance and asset management programs. We truly understand the critical nature of water management and are committed to providing a peace of mind by protecting our clients' most precious natural resource. Since 1963, we have successfully managed water storage tanks—a critical asset in water distribution systems—and understand the benefits and values in water storage tank asset maintenance.

Both our background and experience from our initial formation in 1963 provides us with more than 60 years of experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. The team dedicated to performing the maintenance services is comprised of highly qualified water storage tank professionals. They have been providing specialized tank services for an extensive amount of time and will provide the associated services to the highest standard.

Along with our asset maintenance programs, we—as well as our team of qualified water tank asset management experts—have the capability to address any situation pertaining to water storage tank asset repairs, fabrication, rehabilitation, preventative maintenance, active mixing systems, security measures, emergency services, and waste management.

Having successfully completed more than 24,000 water storage tank projects, our many long-term references can attest to our strong commitment to client satisfaction. The quality of our tank services work is certified by the International Organization for Standardization (ISO) and—in this document—we have provided additional details regarding this certification and how it can help ensure that the City of Bradenton receives the highest quality of services possible.

USG's unique capabilities incorporate a more diverse breadth of services than any other contender in our industry—which will ensure ongoing and long-term success. We can customize a service plan that meets the City of Bradenton's specific needs and budget—while also guaranteeing consistent compliance with all applicable local, state, and federal requirements and regulations.

We look forward to the prospect of meeting with the City of Bradenton to expand and elaborate on our qualifications and capabilities—as well as to answer any questions pertaining to the information that is provided within this response.

Respectfully yours,



John Flaugher
Chief Executive Officer (CEO) & President
(630) 464–9723
john.flaugher@usgwater.com

LICENSES AND CERTIFICATIONS

USG WATER SOLUTIONS

State of Florida
Department of State

I certify from the records of this office that U.S.C., INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on December 28, 2001.

The document number of this corporation is F01000006645.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on April 25, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of May, 2017



Ken Detzner

Secretary of State

Tracking Number: CU9167049304

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SMITH, JOSHUA ROSS

U.S.C., INC.
319 NORTH LINE ST
DEXTER GA 31019

LICENSE NUMBER: CGC1529799

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

1003

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

535 Courtney Hodges Blvd Perry, GA 31069 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS - UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	**12-January-2018**
Expiry date of previous cycle:	**11-January-2024**
Certification / Recertification Audit date:	**11-November-2023**
Certification / Recertification cycle start date:	**12-January-2024**
Subject to the continued satisfactory operation of the organisation's Management System, this certificate expires on:	**11-January-2027**

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

UKAS MANAGEMENT SYSTEMS
0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
USG Water Solutions LLC - HQ	535 Courtney Hodges Blvd Perry, GA 31069 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 1	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	10857 SW 91st Ave Ocala, FL 34481 USA	
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Dr New Lenox, IL 60451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - USCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

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Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

Bureau Veritas Certification

Bureau Veritas Certification

USG WATER SOLUTIONS LLC

ISO 9001:2015

Scope of certification

Site Name	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge Rd Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Certificate No.: **US018948** Version: **1** Issue date: **05-December-2023**

UKAS MANAGEMENT SYSTEMS 0008

Signed on behalf of BVCH SAS UK Branch

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive Suite 300S Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate can be found by selecting or scanning the QR Code shown on the left.

RESUMES

USG WATER
SOLUTIONS

RAYMOND BATES

WATER SYSTEM CONSULTANT (CENTRAL FLORIDA)

YEARS OF EXPERIENCE

- Three (3) Years in the Water and Wastewater Industry
- 13 Years in Asset Maintenance
- Over 13 Years in Coatings

EDUCATION

- B.S., Business, St. Petersburg College, 2002.

AREAS OF SPECIALIZATION

- Asset Maintenance
- Asset Management
- Water System Components
- Coatings
- Coatings Assessment
- Sales Development
- Consultation
- Client Relationship
- Condition Assessment

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level II (2) Certified Coating Inspector (#46375)

PROFESSIONAL ASSOCIATIONS

- NACE Member

OFFICE ADDRESS

- 535 Courtney Hodges Blvd, Perry, GA 31069

USG WATER SOLUTIONS

KEY QUALIFICATIONS

Mr. Raymond Bates serves as a dedicated Water System Consultant (Central Florida) for USG Water Solutions. He is responsible for project consultation, to answer any questions, provide information about other services and serve as a constant resource in all aspects of water system asset maintenance. Mr. Bates specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Water System Consultant (Central Florida) **2019–Present**

- Responsible for the sales and marketing of highly valued solutions for potable water quality management through asset management/maintenance programs
- Responsible for sourcing and developing client relationships and referrals
- Responsible for building an effective reputation within the industry through organization involvement and training seminars
- Develops and implements effective strategies to capitalize on opportunities in his territory
- Utilizes all products and services available to create Veolia separation from the competition
- Lead-generation and creation of opportunities through the established Utility Service Co., Inc. (A Veolia Company) Sales Process
- Performs industry-standard condition assessments on all types of potable water assets
- Manages existing client base utilizing relationships to grow new business accounts
- Creates and implements new marketing promotions and strategies to gain market share
- Works directly between Line of Business (LOB) team(s) for each product line and client to close deals and identify opportunities
- Comprehensive knowledge of asset management and maintenance programs for the potable water, wastewater, and utility industry
- Sales development, planning, and asset management for water, wastewater, municipal, industrial, and commercial clients

INTERSTATE CHEMICAL

Regional Account Manager **2015–2019**

- Researched and targeted new business opportunities that use chemicals, solvents, toll blending and packaged goods opportunities in several different industries including: Paint/ Coating Manufacturers, Industrial/Commercial Painting Contractors, Fuel/Oil Distributions, Steel Fabrication, Mining Industries, Fiberglass Manufacturing, and Boat Manufacturing
- Worked with municipalities assisting them with their chemical and solvents needs in their Water/Waste Management and Fleet Maintenance Departments

Dustin Lawson

Service Center Manager (Fort Meade, FL) | Project Manager II

Years of Experience

- 15+ Years Total

Education

- Physical Education, Winston Salem State University, 2008.

Areas of Specialization

- Coating Inspection
- Quality Control (QC)
- Construction Management
- Structural Tank Repairs
- Specification Development
- Budgeting and Cost Controls
- Bidding/Contract Management
- Project Scheduling
- Personnel Supervision

Professional Certifications

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coatings Inspector (#51746)
- Department of Transportation (DOT) Certification

Professional Training

- Occupational Safety and Health Administration (OSHA)
- OSHA Construction Safety and Health (30-Hour Program)
- Confined Space Awareness
- First Aid | CPR

Office Address

- 929 North Charleston Avenue, Fort Meade, FL 33841

USG WATER SOLUTIONS

Key Qualifications

Mr. Dustin Lawson is a NACE Level III (3) Certified Coatings Inspector (#51746) that serves as a Service Center Manager (Fort Meade, FL) and Project Manager II for USG Water Solutions. He utilizes his experience as a NACE-Certified Coatings Inspector to assure quality projects in his role as both a Service Center Manager and Project Manager. His responsibility is to communicate with our clients or the client's representative to deliver a high-quality finished product, develop and maintain project scheduling, and work closely with subcontractors and subconsultants. Mr. Lawson specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Service Center Manager (Fort Meade, FL) | Project Manager II 2022–Present

- Manage the service center's on-site employees, office personnel, and contracting crews
- Interact extensively with clients to answer questions and recommend products based on their critical assets and water distribution system characteristics and objectives
- Assist clients with scheduling maintenance work in accordance with their system needs
- Manage the overall execution of all sales and service objectives
- Handle special orders, delivery services, and inventory tracking
- Complete extensive specialized training in multiple areas

Project Manager II (South Region) 2017–2022

- Contract administration and construction contract administration
- Conducted construction progress meetings and coordinated on-site inspections
- Coordinated on-site construction activities with the contractor, owner, and engineer
- Reviewed the contractor's construction activities and payment requests
- Construction document compliance, shop drawing review, and submittal development
- Prepared design drawings and bid documents, and adhered to all project specifications
- Coordinated third-party inspections and monitored/managed the project budget
- Ordered/delivered all materials and resolved disputes, design, and construction conflicts
- Work closely with Project Engineer to submit change orders
- Communication with clients, engineers, service center teams, third-party inspectors, and subcontractors during the construction project

Chris Homen

Chief Inspector (South Region)

Years of Experience

- 28 Years Total
- 22 Years in the Water and Wastewater Industry
- Six (6) Years in Asset Maintenance

Education

- High School Diploma, Paso Robles High School, Paso Robles, CA, 1994.

Areas of Specialization

- Asset & Construction Management
- QA/QC & Corrossion Control
- Construction, Rehabilitation, Preservation, and Repair Projects
  - Water Storage Tanks
  - Water Treatment
  - Marine Industry

Professional Certifications

- Tower Climber Safety & Rescue Diver, 2017.
- Association for Materials Protection and Performance (AMPP) Level II (2) Protective Coatings Inspector (PCI) Certification (#57905)

Professional Associations

- Occupational Safety and Health Administration (OSHA)
- Association for Materials Protection and Performance (AMPP)
  - NACE & SSPC

Professional Training

- OSHA, AMPP, NACE, and SSPC

Office Address

- 535 Courtney Hodges Boulevard, Perry, GA 31069

USG WATER SOLUTIONS

Key Qualifications

Mr. Chris Homen serves as a Chief Inspector (South Region) for USG Water Solutions. He is responsible for inspection and condition assessment services—as well as the effective execution of the Quality Assurance / Quality Control (QA/QC) Program. Mr. Homen specializes in supporting municipal and industrial water distirbution system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing the specialized services in a method that will produce the high-quality results that are expected from our many valued clients. His extensive experience qualifies him to conduct the work that is associated with the requested services.

Professional Experience

USG Water Solutions

Chief Inspector (South Region) **2021–Present**

- Responsible for conducting condition assessments and inspection services for critical water distribution system assets
- Responsible for the effective execution of the QA/QC Program in association with water distirbution system assets for the South Region of the United States

CSI Services Inc.

Certified QC Assurance Inspector **2014-2021**

- Managed the QC of new coatings and recoatings of wastewater, military tower, military fuel, international airport fuel, private and city water storage projects
- Represented the company with general contractors, engineering, military and municipality clients—while meeting project deadlines and exceeding all quality expectations

Exmouth, Aus Tower Rehab

QA-QC Manager on Site **2013-2014**

- Translating and managing QC processes and procedures—while maintaining materials, project workflow, reporting, communication, and records internally and externally

Paso Robles Tank, Inc.

QC Supervisor & Paint Foreman **2000-2012**

- Specilized climbing techniques for the testing and visual inspection of a 2,000-tower system in the small remote area of Australia

Project Experience

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Multiple Areas and Territories in the State of Georgia
- HFFC World Airport Fuel Facilty (Los Angeles, CA; Honolulu, HI; and Maui, HI)
- US Military POL Fuel Facilties (Island of Guam and Honolulu, HI)
- US Military Comunication Towers (Exmouth, AUS; Honolulu, HI; Okinawa, JPN; and India)

Jonathan Cato

Chief Operating Officer (COO)

Years of Experience

- 25 Years Total
- 15 Years in the Water, Wastewater, and Asset Maintenance Industry
- 10 Years in Chemical Engineering (Mining Industry)

Education

- B.S. Materials & Fiber Engineering, Georgia Institute of Technology.

Areas of Specialization

- Steel and Concrete Tank Asset Management and Maintenance
- Water Distribution System Quality
- Active Mixing Systems
- Advanced Metering Infrastructure (AMI) Systems
- Concrete Plant Rehabilitation (CPR)
- Construction Management and Maintenance
- Contract Management
- Project Management
- Operations Management
- Financial Estimating & Analysis

Professional Associations

- American Water Works Association (AWWA)
- Society for Protective Coatings (SSPC)
- National Association of Corrosion Engineers (NACE)
- American Concrete Institute (ACI)

Office Address

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

Key Qualifications

Mr. Jonathan Cato serves as the Chief Operating Officer (COO) for USG Water Solutions. His experience pertaining to all aspects of executive services and project management—coupled with his engineering background and water storage tank asset maintenance experience—provide him with the ability to manage all areas of existing product offerings and direct our clients towards the future and new service offerings. Mr. Cato specializes in supporting municipal and industrial water distribution system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing our specialized services in a method that will produce the high-quality results that are expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Chief Operating Officer (COO) **2022–Present**

- Responsible for division-wide operations across all regions and service centers
- Responsible for the water storage tank, water quality, and advanced metering infrastructure (AMI) lines of business (LOBs)
- Responsible for managing the corporate operations—as well as the following departments: Bid Department, Pricing Department, Engineering Department, and Customer Service Department

Senior Vice President (LOBs, Operations, & Engineering) **2019–2022**

- Responsible for all LOBs, operations, and engineering services across all regions of the company

Senior Vice President (LOBs) **2012–2019**

- Responsible for all LOBs across all regions of the company

Vice President (Operations) **2009–2012**

- Responsible for all service centers operations across all regions of the company

General Manager (Contracting Division) **2002–2009**

- Responsible for all estimating and project management for publicly bid water storage tank projects across all regions of the company

Project Experience

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- City of Atlanta
- Birmingham Water Works

Dave Forrester

Vice President (Tanks & Water Quality)

Years of Experience

- 26 Years Total
- 13 Years in Asset Maintenance

Education

- B.S. Civil Engineering, Georgia Institute of Technology, 1989.
- A.S., Engineering Technology, Middle Georgia College, 1984.

Office Address

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

Key Qualifications

Mr. Dave Forrester serves as a as a Vice President (Tanks & Water Quality) for USG Water Solutions. His vast experience with all aspects of project management—coupled with his engineering background and tank maintenance experience—provide him with the ability to manage multiple areas of our existing product offerings and direct our clients toward the future and provide information on new service offerings. . Mr. Forrester specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Vice President (Tanks & Water Quality) **2012–Present**

- Profit and loss (P&L) responsibility for all service lines covering all regions of the United States—more than 2,500 potable water tanks representing over 800 municipalities currently under tank maintenance contracts—including renovations, repairs, inspections, condition assessments, and emergency services.

General Manager (Tank Maintenance) **2008–2012**

- Managed condition assessment and asset maintenance activities for 5,000+ potable water storage tanks across the United States
- Led collaborative efforts to develop water quality improvement solutions in potable water storage tank assets

Vice President (Communications Coordinator) **2002–2008**

- Responsible for a division the providing design and installation of engineered cellular installation solutions on elevated water towers across the eastern United States

Project Experience

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Name of Client (add as many as you deem relevant / that will fit)
- City of Raleigh, NC
- Fauquier County Service Authority, VA
- Prince William County Service Authority, VA
- City of Franklin, VA
- City of Winchester, VA
- Town of Warrenton, VA

Angelo Missos

Vice President of Asset Management

Years of Experience

- 25+ Years Total

Education

- Economics, Youngstown State University.

Areas of Specialization

- Water Distribution Systems
- Pumping & Storage
- Treatment System Design
- Project Management
- Estimating
- Specialized Coatings
- Structural Repair
- Strategic & Tactical Marketing
- Business Planning
- Product Management
- Business Development
- Operations Management
- Market Development
- Market Research
- Innovative Product Development
- Sales Management
- Talent Development

Professional Certifications

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Inspector (Certification #25335)
- Certified Welder
- Occupational Safety and Health Administration (OSHA) Certified
- Lead Certified (State of New Jersey)

Professional Associations

- American Society of Civil Engineers (ASCE)—Active Member

Office Address

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

Key Qualifications

Mr. Angelo Missos serves as a Vice President of Asset Management for USG Water Solutions. He has extensive experience in the asset management, planning, design, estimating, and construction management of municipal utility water tanks. Mr. Missos has a successful, 22-year track record in the coatings and structural steel business, and he has completed numerous projects throughout the United States. Mr. Missos specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Vice President of Asset Management **2022–Present**

- Responsible for all asset management projects across the United States
- Leverages USG accomplishments, experience, and expertise in field operations technologies to drive improvements on a national level
- Support division-wide asset management operations in specific areas such as innovation and new technologies

Vice President (South Region) **2019–2022**

- Responsible for all sales and operations activities in the ten (10) states comprising the South Region of the United States—including three (3) service centers providing both products and services to enhance the distribution and treatment systems for municipal water and wastewater handling assets and a twelve (12)-person sales team of territory managers and in-field technical personnel

Director of Operations (North Region) **2010–2019**

- Effectively manage North Region operations to provide quality potable water storage tank services
- Responsible for the performance of the North Region service centers
- Provide coaching and assistance to optimize operational efficiency and quality of service delivery
- Ensure service centers administer yearly safety training and follow proper safety protocol throughout all work processes
- Introduces/sustains operational efficiencies while managing operations costs
- Technically competent to effectively deliver new products and services

Project Experience

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Rockville Centre's Reeve Road Water Tank | Rockville Centre, NY: Project Manager
- United Water of New Jersey, Martling Place | Ridgefield, NJ: Project Manager
- SWEP Tank City of Yonkers | Yonkers, NY: Project Manager

Bradley F. Winkeler, P.E.

National Director of Operations

Years of Experience

- 15 Years Total

Education

- B.S. Mechanical Engineering, Southern Illinois University-Edwardsville.

Areas of Specialization

- Asset Condition Assessment
- Project Specification
- Project Coordination and Execution
- Site Safety Standards
- Occupational Safety and Health Administration (OSHA) Compliance
- Quality Assurance / Quality Control (QA/QC)
- Field Engineering
- Change Order Management
- Engineering
- Metals and Corrosion
- Coatings Assessment
- Water Tank Inspection
- Strong Problem-Solving Skills

Professional Certifications

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#27255)
- Licensed Professional Engineer (P.E.)
  - State of Illinois
  - State of Iowa
  - State of Nebraska
  - State of Arkansas
  - State of Tennessee
  - State of Missouri

Office Address

- 535 General Courtney Hodges Boulevard, Perry, GA 31069

USG WATER SOLUTIONS

Key Qualifications

Mr. Brad Winkeler, P.E., serves as a National Director of Operations for USG Water Solutions. He is responsible for the performance of the Service Center Operations across all regions of the Unitded States. Mr. Winkeler specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

National Director of Operations **2023–Present**

- Effectively manages company operations across all regions of the United States to provide quality services
- Responsible for the performance of all USG Service Centers
- Provides coaching/assistance to optimize operational efficiency/quality of service delivery
- Ensures all service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduces and sustains operational efficiencies while managing operational costs

Director of Operations (Central Region) **2012–2023**

- Effectively manages company operations in the Central Region of the United States to provide quality services
- Responsible for the performance of the USG Service Centers in the Central Region of the United States

Key Account Manager/Engineer **2006–2012**

- Coordinated, managed, and inspected high-profile water tank renovation projects
- Client Representative who provided knowledge and experience to recognize any structural, sanitary, and safety issues concerning potable water tank assets
- Visual and washout inspection of potable water storage facilities
- Provided specifications for water tank renovation projects
- Coordinated and managed water tank renovation projects

RED BUD INDUSTRIES

Technician **2005–2006**

- Active participant in the design, assembly, and customer service phases of the Red Bud steel coil processing lines
- Provided quality service and repair to clients' lines throughout the entire United States—as well as in other countries
- Specialized in the assembly and installation of the Red Bud stretcher leveler

Robert Weaver

Vice President of Environmental Health & Safety (EH&S) and Quality

Years of Experience

- 15 Years Total
- 15 Years in the Water and Wastewater and Asset Maintenance Industry

Education

- B.S., Engineering, Southern Polytechnic University.

Areas of Specialization

- Safety Practices
- Qualifying Party for Holding General Contractor's License for 15 States
- Lead Removal Competency License

Professional Certifications

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coating Inspector (#17372)
- Society for Protective Coatings (SSPC) C-3 & C-5 Supervisor/ Competent Person for Deleading of Industrial Structures (#99461)

Professional Associations

- NACE
- SSPC

Office Address

- 535 General Courtney Hodges Blvd, Perry, GA 31069

USG WATER SOLUTIONS

Key Qualifications

Mr. Robert Weaver serves as the Vice President of Environmental Health & Safety (EH&S) and Quality for USG Water Solutions. He is primarily responsible for all aspects and standard practices regarding USG's EH&S Program—as well as USG's Quality Assurance / Quality Control (QA/QC)Program. Mr. Weaver specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Vice President of Environmental Health & Safety (EH&S) and Quality 2023–Present

- Responsible for all aspects and standard practices regarding the USG EH&S Program—as well as the QA/QC Program—across all regions of the United States
- Implements safety practices and procedures across the entire company

Director of Environmental Health & Safety (EH&S) 2014–2023

- Responsible for all aspects and standard practices regarding the USG EH&S Program across all regions of the United States

Director of Operations (South Region) 2012–2014

- Responsible for the performance of the South Region Service Centers
- Managed South Region operations to provide quality water storage tank services
- Provided coaching/assistance to optimize operation efficiency/quality of service delivery
- Ensured South Region Service Centers administer yearly safety training and follow the
- proper safety protocols throughout all work states and processes
- Introduced/sustained operational efficiencies while managing operational costs
- Worked closely with many clients to verify that all project needs are met as a foundation for business growth

Engineering Technical Manager & Safety Director 1998–2012

- Managed all maintenance programs—over 6,000 included analyzing annual inspection reports, quality, and safety for all of the paint renovations

Project Experience

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- City of Atlanta, GA | Eight (8) Tank Renovation Package
- City of Raleigh, NC | Twenty-Two (22) Tanks on Maintenance Program

KARL NELSON

DIRECTOR OF QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

YEARS OF EXPERIENCE

- 25 Years Total
- 25 Years in Manufacturing
- 25 Years in Asset Maintenance

EDUCATION

- B.S., Business Administration, Mississippi College, 1990.

AREAS OF SPECIALIZATION

- Profit and Loss (P&L)
- Budget Management
- Project Management
- Safety
- Environmental Compliance
- Process Safety Management
- Reliability
- Continuous Improvement
- Planning
- Scheduling
- Customer Service
- Human Resources
- Purchasing
- Inventory Control
- Logistics
- Maintenance
- Quality Assurance
- Optimization
- Yield Improvement

PROFESSIONAL ASSOCIATIONS

- Member of the American Society for Quality (Audit Group Focus)

OFFICE ADDRESS

- 535 General Courtney Hodges Boulevard, Perry, GA 31069

USG WATER SOLUTIONS

KEY QUALIFICATIONS

Mr. Karl Nelson serves as a Director of Quality Assurance / Quality Control (QA/QC) for USG Water Solutions. He is also responsible for assisting in the performance of and operations of USG's Service Centers across the South Region of the United States. Mr. Nelson specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish all tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Quality Assurance / Quality Control (QA/QC) **2023–Present**

- Responsible for the effective execution of the USG QA/QC Program
- Responsible for assisting in the performance of multiple USG service centers to ensure all quality and safety practices are being adhered to

Director of Operations (South Region) **2014–2023**

- Effectively managed USG operations to provide quality water system services
- Responsible for the performance of multiple USG service centers
- Provided coaching to optimize operational efficiency/quality of service delivery
- Ensured service centers administer yearly safety training and follow the proper safety protocols throughout all work stages and processes
- Introduced/sustained operational efficiencies while managing operational costs
- Technically competent to effectively deliver new products and services

Service Center Manager (Perry, GA)

- Managed the day-to-day operations out of the Perry, GA, service center
- Provided day-to-day leadership to improve safety, quality, cost, efficiency, and service excellence
- Managed the execution phase of bid projects with clients and third (3rd)-party engineering firms

FAIRMOUNT MINERALS – ALPHA RESINS, LLC

Plant Manager

- Provided day-to-day leadership to improve company safety, quality, reliability, and manufacturing excellence
- Lead the $22M project to design/construct a new plant in the existing facility
- Developed a quality management system that was based on an International Standards Organization (ISO) systems structure

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Clayton County | City of Morrow, GA: Project Manager
- Prince William County | CDP of Woodbridge, VA: Project Manager
- Town of Mount Jackson, VA: Project Manager

MARKOS MAVROPHILIPOS

DIRECTOR OF QUALITY (SOUTH REGION)

YEARS OF EXPERIENCE

- 25 Years Total in the Water, Wastewater, and Asset Maintenance Industries

AREAS OF SPECIALIZATION

- Construction Management
- Corrosion Control
- Coatings Projects
- Construction, Rehabilitation, Preservation, & Repair Project Bridges
  - Water Storage Tanks
  - Water Treatment Facilities
  - Power Plants
  - Marine Projects

PROFESSIONAL CERTIFICATIONS

- National Association of Corrosion Engineers (NACE) Level III (3) Certified Coatings Inspector (#10324)
- Society for Protective Coatings (SSPC) Certified Protective Coatings Specialist (PCS) (#469-528-2155)
- National Institute for Certification in Engineering Technologies (NICET) Highway Construction Level IV (4)
- NICET Water & Wastewater Level II (2)
- Occupational Safety and Health Administration (OSHA) 30-Hour Certification

PROFESSIONAL ASSOCIATIONS

- NACE
- SSPC
- American Traffic Safety Services Association (ATSSA) Traffic Control Technician

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

KEY QUALIFICATIONS

Mr. Markos Mavrophilipos serves as a Director of Quality (South Region) for USG Water Solutions. He is responsible for the effective execution of the Quality Assurance and Quality Control (QA/QC) Program in the South Region of the United States. Mr. Mavrophilipos specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. His extensive experience qualifies him to conduct the work associated with the requested services.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Quality (South Region) **2019–Present**

- Responsible for the effective execution of the Quality Assurance & Quality Control (QA/QC) Program in the South Region of the United States

LIRO ENGINEERS

Resident Engineer | Chief Inspector | Corrosion Control and Coatings Specialist **2013–2019**

- Supervision/management of field engineers and inspection teams verifying compliance with contract plans and technical specifications for various construction activities

HOLZMACHER MCLENDON AND MURRELL, P.C. (H2M)

Chief Tank Inspector | Senior Coatings Inspector | Department Manager (Inspections) **2005–2013**

- Responsibilities included inspection, construction administration, rehabilitation design, and repair—as well as both corrosion and coatings survey

PROJECT EXPERIENCE

Direct project experience in asset management and maintenance services for an abundance of clients within the industrial and municipal markets of the water and wastewater industry; some of these clients include:

- Senior Field Engineer & Chief Inspector—Contract TN82B (Interim Repairs of Orthotropic Deck Structures at the Throgs Neck Bridge | Liro Engineers
- Chief Inspector & Senior Field Engineer—Contract No. MP03/16 (Electrical/Mechanical Rehabilitation, Friction Mitigation, Miscellaneous Steel Repairs, Painting, and Fire Line Installation at Marine Parkway – Gil Hodges Memorial Bridge | LiRo Engineers
- Biannual/Annual Tank Inspection Clearwell & GAC Filter | H2M
- Airstripper Evaluation | H2M

Patrick Day

Director of Sales (Southeast Region)

Years of Experience

- 34 Years Total
- Ten (10) Years in the Water, Wastewater, and Asset Management Industry

Education

- B.S., Ceramic Engineering, Clemson University, 1990.

Areas of Specialization

- Asset Management
- Sales Management
- Sales Leadership
- Sales Processes
- Sales Development
- Account Management
- Operations Management
- Project Management
- Contract Negotiation
- Personnel Development
- Organizational Leadership
- Team Building & Training
- Strategic Implementation
- Proactive Solutions
- Waterworks Metrology
- Automated Meter Reading (AMR)
- Advanced Metering Infrastructure (AMI) Systems

Office Address

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

Key Qualifications

Mr. Patrick Day serves as the Director of Sales (Southeast Region) for USG Water Solutions. He is responsible for the successful delivery of the services provided by our Water System Consultants across the southeastern region of the United States. Mr. Day specializes in supporting municipal and industrial water distribution system clients with a sense of urgency to accomplish tasks and meet established deadlines—ultimately providing our specialized services in a manner that will produce the high-quality results expected from our valued clients. His extensive experience qualifies him to conduct the work that is associated with the requested services.

Professional Experience

USG Water Solutions

Director of Sales (Southeast Region) **2023–Present**

- Manages a team of Water System Consultants (WSCs) and their clients across the southeastern region of the United States—which includes Georgia, Florida, Alabama, Mississippi, and Western Tennessee
- Promotes asset management solutions for the USG lines of business—which includes steel/concrete tanks, distribution piping, concrete plant infrastructure, water distribution system quality, and automated metering reading (AMR) systems
- Develops strategies to differentiate company's services and products through value-added, customized solutions
- Develops and executes strategic plans for municipal and industrial markets
- Leads management of key accounts in the region—supporting all WSC accounts and clients within their respective territories
- Utilizes product and service training to maintain technical competency for the sales team and accounts they support

Ferguson Waterworks

Regional Sales Manager (Meter & Automation) **2013–2023**

- Managed a technical sales team across territories that included multiple states with an emphasis on bid proposal and presentation development, active account support, and continuous growth strategies for smart water metering solutions
- Developed Network-as-a-Service (NaaS) and network maintenance agreement platforms for advanced metering infrastructure (AMI) systems
- Worked with three (3) major meter manufacturing partners to establish a strong working knowledge of AMI deployment and support

Boral Industries

Product Manager **2004–2014**

- Managed and oversaw product development and sampling across 17 clay brick manufacturing plants
- Developed and facilitated product installation trainings and presentations
- Supported product warranties through jobsite inspections, ASTM testing, and environmental certifications

JASON G. SAYLOR, P.E.

DIRECTOR OF ENGINEERING

PROFESSIONAL ENGINEER

- State of Florida (#76657)

YEARS OF EXPERIENCE

- 26 Years in Water, Wastewater and Asset Maintenance

EDUCATION

- B.S., Civil Engineering, Pennsylvania State University (Penn State), 1995.

AREAS OF SPECIALIZATION

- Asset Management/Maintenance
- Infrastructure Improvement
- Construction Engineering
- Demolition/Field Engineering
- Building/Facility Engineering
- Quality Assurance / Quality Control (QA/QC)
- Budgeting & Cost Controls
- Contract Development
- Bidding/Contract Management
- Environmental Permitting
- Personnel Supervision

PROFESSIONAL CERTIFICATIONS

- Construction Specifications Institute (CSI) Construction Document Technologist
- Occupational Safety and Health Association (OSHA) Construction Safety and Health Compliance
- Confined Space Awareness
- Hazardous Communications
- First Aid | CPR

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (AWWA)
- Georgia Association of Water Professionals (GAWP)
- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

OFFICE ADDRESS

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

KEY QUALIFICATIONS

Mr. Jason Saylor, P.E., serves as the Director of Engineering for USG Water Solutions. He is responsible for leading and directing the engineering team in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing engineering support services that produce the high-quality results expected from our many valued clients. Mr. Saylor and the engineering team provide full support of asset management and maintenance programs through:

- Assisting clients with completion of required documents to gain local, state, and federal approvals of projects.
- Developing technical and operational improvements to enhance delivery of services.
- Preparation and review of project designs, specifications, installation details, engineering reports, and condition assessment reports.
- Review and support of both operational and project delivery plans
- Coordinating the engineering department with the Lines of Business (LOBs), Product Managers, and Regional Management Teams to develop project plans.
- Coordinating the procurement, design, and improvement of our specialized equipment with the LOB Leaders and the Director of Operations (DOS).
- Assisting the LOB Leaders and Sales Teams to negotiate the project scope, specifications, and costs with external and internal customers, engineering firms and others.
- Reviewing permits, submittals, drawings, and providing PE approval.
- Developing departmental budgets and monitoring performance to budget.

PROFESSIONAL EXPERIENCE

USG WATER SOLUTIONS

Director of Engineering **2013–Present**

- Direct oversight and leadership of engineering team
- Technical support for asset management/maintenance projects
- Corporate engineering engagement in LOB development, project delivery, QA/QC, capital improvements, and operational planning.

PROJECT EXPERIENCE

Mr. Jason Saylor, P.E., has direct experience with water storage tank asset management and maintenance services for an abundance of clients within both the industrial and municipal water and wastewater industries. He and his engineering team provide related engineering services for all aspects of the asset management program, including—but not limited to:

- Condition Assessments
- Evaluation of Asset Performance
- Development of Asset Maintenance and Repair Plans
- QA/QC of Asset Maintenance/Management Project Scopes

Christie Houseman, P.E.

Project Engineer II (2)

Years of Experience

- Seven (7) Years in the Water, Wastewater, and Asset Maintenance Industry

Education

- M.S., Environmental Engineering, Mercer University, 2015.
  - GPA: 3.812
- B.S., Environmental Engineering, Mercer University, 2015.
  - Minor: Sociology
  - GPA: 3.884

Areas of Specialization

- Gravity Sewer Design
- Industrial Pretreatment
- Proposal Drafting
- Utility Permitting
- Process Experience
- Strong Technical Writing
- Erosion, Pollution, and Sediment Control
- Construction Plan Production

Professional Certifications

- Licensed Professional Engineer
- Georgia Soil and Water Conservation Commission (GSWCC) Level II (2) Certified Plan Reviewer

Software Proficiencies

- AutoCAD (Computer-Aided Design)
- ArcGIS (Geographic Information System)
- Civil 3D

Office Address

- 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309

USG WATER SOLUTIONS

Key Qualifications

Ms. Christie Houseman serves as a Project Engineer II (2) for USG Water Solutions. She is an ambitious, hardworking, and dependable project engineer with extensive experience in the municipal sector. Ms. Houseman consistently completes projects within budget and ahead of schedule. Ms. Houseman specializes in supporting both municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Project Engineer II (2) **2018–Present**

- Prepares project designs, technical documents, drawings and permit applications
- Evaluates regulatory standards related to principle businesses and communicate with Operations and Service Centers to convey necessary utility renovations/ rehabilitation
- Supports implementation of Engineering Department strategies to standardize processes, procedures, and designs
- Works directly with State agencies and regulators to obtain approvals for utility construction
- Assists utilities with project management of capital improvement projects

RINDT-MCDUFF ASSOCIATES, INC. (RMA)

Project Engineer I (1) – Municipal Water & Wastewater **2017–2018**

- Served the design and drafting needs of several project managers within the municipal water and wastewater team
- Developed construction designs, drawings and utility system maps
- Accompanied project managers on site visits, bid openings, and client meetings
- Assembled competitive proposals to win additional work for the team
- Prepared programs, reports, and ordinances, as requested by clients
- Coordinated with and provided instructions/insights to electrical and mechanical subcontractors
- Worked with vendors to select equipment best-suited for project designs

INTEGRATED SCIENCE AND ENGINEERING, INC. (ISE)

Engineer I (1) – Water & Wastewater **2016–2017**

- Worked under the direction of project manager to address the research and design needs of both government and private clients
- Developed construction designs and drawings

Beth Watson

Customer Service Manager

Years of Experience

- 20 Years Total

Education

- Bachelor of Science, Information Technology (w/ Emphasis in Web Page Development), Georgia Southern University, 2012.

Areas of Specialization

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of Urgency
- Ability to Accomplish Tasks and Meet Deadlines
- Strong Verbal Skills and Written Correspondence
- Assessment of Issues and Ability to Proactively Convey Solutions
- Extensive /Proficient Computer Skills in Microsoft Office
- Oracle Database
- Salesforce

Professional Training

- Occupational Safety and Health Administration (OSHA) Certified
- First Aid and Safety Certified
- Hazard Communication Certified

Office Address

- 535 Courtney Hodges Blvd., Perry, GA 31069

USG WATER SOLUTIONS

Key Qualifications

Mrs. Beth Watson serves as the Customer Service Manager for USG Water Solutions. She is responsible for managing the USG team of Customer Account Specialists—who serve USG clients across all regions of the United States. Ms. Watson specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Customer Service Manager **2024–Present**

- Guide a team of Customer Account Specialists in evaluating client needs and encouraging a client-focused approach in problem solving
- Create/provide training resources and develop new tools to improve efficiency
- Collaborate with all other departments to streamline processes and develop or improve policies and procedures that ultimately improve our effectiveness in meeting client needs
- Create reporting to communicate client activity to upper management team and sales to provide data that will be of great value in terms of trends, strategy, and financial impact

Customer Account Specialist (North Region) **2023–2024**

- Respond to all clients'—external and internal—inquiries for information.
- Provide additional support to Customer Service Team and Sales Team.
- Provide customized support and specialized, effective solutions.
- Keep client information current in IT systems and conduct proactive programs to ensure client satisfaction with products and service offerings.
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with client to ensure all departments have current info on clients.
- Prepare budget letters and send six (6) months prior to each client's fiscal year.
- Provide documentation to assist clients with regulatory reporting and compliance.
- Prepare welcome letters for new clients and liaise with Sales Representatives to provide needed information to satisfy existing and prospective clients.
- Incorporate salvaging efforts for clients considering canceling business.
- Expedite the scheduling of any requested client meetings.
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy clients' needs.
- Follow up on complaints to ensure corrective actions are defined and the client is aware of our planned actions within 48 hours of complaint.
- Liaise with Accounts Receivable and contact clients about delinquent billing.
- Proactively contact clients according to standard operating procedures.
- Prepare and monitor completion of needed addendums to contracts.
- Liaise with the Operations Team—including Service Centers—as appropriate.
- Perform administrative tasks for the department and Sales Development Manager.
- Provide Manager with monthly reporting of Customer Service-related items.
- Continually educate internal clients and peers on best practices.

Sue Roach

Customer Account Specialist (South Region)

Years of Experience

- 25 Years Total

Areas of Specialization

- Communication
- Interpersonal Skills
- Leadership
- Problem Solving
- Budget Planning
- Regulatory Reporting
- Regulatory Compliance
- Sense of Urgency
- Ability to Accomplish Tasks and Meet Deadlines
- Strong Verbal Skills and Written Correspondence
- Assessment of Issues and Ability to Proactively Convey Solutions
- Extensive /Proficient Computer Skills in Microsoft Office
- Oracle Database Proficiency
- Salesforce Proficiency

Professional Training

- Communicating Effectively with Utility Customers – Electric Cities of Georgia (May 1995)
- The Essentials of Customer Care – MEAG Power (February 1999)
- Drugs, Alcohol, and the American Workplace Training (March 2009)
- Customer Service Program: Series I (1) – Electric Cities of Georgia (January – June 2000)
- Customer Service Program: Series II (2) – Electric Cities of Georgia (July – December 2010)
- Succeeding as a Supervisor – University of Georgia and the Carl Vinson Institute of Government (April 2017)

Office Address

- 535 General Courtney Hodges Blvd, Perry, GA 31069

USG WATER SOLUTIONS

Key Qualifications

Ms. Sue Roach serves as a dedicated Customer Account Specialist (South Region) for USG Water Solutions. She is responsible for providing financial information based on each of our client's fiscal year to aid with budget planning. She also serves as the point of contact for emergency repairs and service requests outside of any regularly scheduled maintenance. Ms. Roach provides insurance, inspection reports, service records, contract documents, safety information, and additional documentation to assist clients with regulatory reporting and compliance. Ms. Roach specializes in supporting municipal and industrial water system clients with a sense of urgency to accomplish tasks in a timely manner and meet all established deadlines—ultimately providing specialized services in a method that will produce the high-quality results expected from our many valued clients. Her extensive experience qualifies her to conduct the work associated with the requested services.

Professional Experience

USG Water Solutions

Customer Account Specialist (South Atlantic Region) **2018–Present**

- Respond to all clients'—external and internal—inquiries for information
- Provide additional support to Customer Service Team and Sales Team
- Provide customized support and specialized, effective solutions
- Keep client information current in IT systems and conduct proactive programs to ensure client satisfaction with products and service offerings
- Enter tasks in ERP (Oracle) and CRM (Salesforce) immediately after contact with client to ensure all departments have current info on clients.
- Prepare budget letters and send six (6) months prior to each client's fiscal year
- Provide forms of documentation to assist clients with regulatory reporting and compliance
- Prepare welcome letters to new clients
- Liaise with Sales Representatives to provide needed information to satisfy existing and prospective clients
- Incorporate salvaging efforts for clients considering canceling business
- Expedite the scheduling of any requested client meetings
- Liaise with Field Account Managers to ensure all needed actions are provided to satisfy clients' needs
- Follow up on complaints to ensure corrective actions are defined and the client is aware of our planned actions within 48 hours of complaint
- Liaise with Accounts Receivable and contact clients about delinquent billing
- Proactively contact clients according to standard operating procedures
- Prepare and monitor completion of needed addendums to contracts.
- Liaise with the Operations Team—including Service Centers—as appropriate
- Perform administrative tasks for the department and the Sales Development Manager
- Provide reporting of Customer Service-related items to Manager on monthly basis
- Continually educate internal clients and peers on best practices.

EXPERIENCE

USG WATER
SOLUTIONS

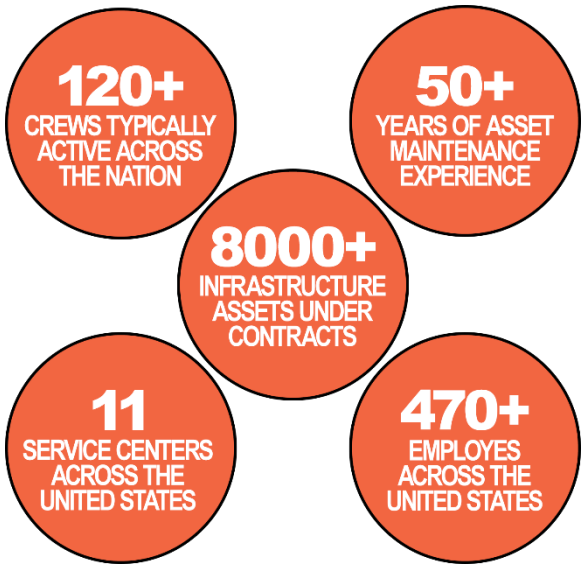
Company Experience

As the largest provider of tank asset maintenance programs for the potable water industry within the United States, **Utility Service Group Water Solutions, LLC (USG Water Solutions)**—hereinafter referred to as **USG**—provides both water and wastewater utility clients with specialized programs and valuable services to assist them with the suitable management of their critical assets. USG's goal is to provide the highest value of services possible to allow our clients to invest capital and operating funds for the maximum benefit of their critical water distribution system assets—as well as to build a long-standing partnership that ultimately ensures the successful maintenance of their critical water distribution system assets.

With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, USG's local presence and highly qualified work crews deliver the high-quality results expected by our clients. Our team has extensive project experience and specialized knowledge of the characteristics and conditions associated with water distribution systems and infrastructure in the State of Florida and across southern region of the United States—ensuring that all water distribution system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank asset styles and sizes allow us to comfortably accept the ongoing maintenance obligations associated with water storage tanks. USG protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These maintenance programs are on-going and center on establishing long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to identifying and solving any issues that may arise.

The primary tenet behind USG's water storage tank asset maintenance services is the maintenance of water storage tank assets through the performance of ongoing preventative maintenance. Annual asset condition assessments allow us to continually monitor the condition of each tank and establish a renovation and repair schedule that ensures the highest level of protection is provided. Unlike other water storage tank maintenance companies that will adhere to a set, contracted schedule—regardless of the asset's condition—and allow crucial repair issues to persist, our method of regular assessments and maintenance allows us to continually assess interiors and exteriors and schedule renovations for when they are actually needed. This ultimately provides our clients with the peace of mind that their critical distribution system assets are continuously monitored and protected.



When inspecting and assessing the condition of the City of Bradenton's water storage tank assets, not only will the tanks be assessed for compliance with all applicable OSHA, AWWA, NACE, SSPC, and NSF standards, but the inspections will also be completed in adherence with current applicable local, state, or federal laws and regulations. We also provide detailed condition assessment reports that document both the inspection findings and asset maintenance services completed during the asset condition assessment for the City of Bradenton's specified water storage tanks. The condition assessment reports also provide the necessary documentation needed to meet state and regulatory compliance regulations.

Company Profile

USG—a **C-Corporation**—directly employs more than 600 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts with vast experience in asset management, project management, and technology development.

USG primarily focuses on providing sustainable asset management, water distribution system quality and conservation services, and our specialized solutions to the United States potable water industry. Since 1963, our team has provided a full range of water storage tank asset maintenance services. We also extended the value of the services offered to our clients with our revolutionary tank asset maintenance program in 1985—allowing clients to transfer future asset maintenance to USG; this includes all tank repairs, rehabilitation, and maintenance services. Our asset maintenance program ultimately provides our clients with long-term sustainability and operational support.

Additionally, we have expanded both our capabilities and resources with the additional resources, advanced technologies, information systems, and strategic solutions that are necessary to address the current challenges facing water and wastewater utilities. Leveraging our extensive knowledge and experience, we are able to offer even greater innovative solutions to our clients. As part of our mission to address critical water resource and infrastructure challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water distribution system operations and performance, extend the useful life of our clients' critical water utility assets, and ultimately improve water quality.

Company Ownership History & Office Locations

USG's presence within the United States dates back to the founding of its predecessor company—Utility Service Company—in 1963. Utility Service Company began as a family-owned operation that was founded on the principles of delivering the best services and value in the water industry. Since, we have grown into one of the largest and most technologically advanced water solution providers in the United States—with operations and employees deployed from coast to coast.

In 2008, Utility Service Company—now USG—became a wholly-owned subsidiary of SUEZ North America Inc., and in 2022, SUEZ North America Inc. became wholly owned by Veolia North America. On December 31, 2022, **Turnspire Capital Partners (Turnspire)** signed an agreement with Veolia to acquire USG—which closed in February of 2023. Turnspire is a private investment firm focused on acquiring high-quality businesses that have reached strategic, operational, and financial inflection points and ultimately stand to benefit from a hands-on, operationally focused approach.

USG and Turnspire both share a commitment to offer safe and sound solutions to our clients. Our multifaceted performance—combining the strengths of the organizations—is what will matter in the long run to successfully service our clients, meet all quality expectations, and establish a long-term partnership that will benefit our clients for many years to come. We are truly a world leader in smart, sustainable resource management, and we provide solutions that enable clients to optimize critical resources and strengthen environmental and economic performances in line with regulatory standards.

USG's headquarters include two (2) offices in the State of Georgia—located at the following addresses:

- Atlanta Office: **1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309**
- Perry Office: **535 General Courtney Hodges Boulevard, Perry, GA 31069**

We would also like to note that—from a contractual standpoint—we are still currently operating under the legal entity of **Utility Service Co., Inc. (Tax Identification No. 58-1920989)**. Utility Service Co., Inc. served as our company name before changing to Utility Service Group Water Solutions, LLC.

Financial Stability

With over 60 years of industry experience, USG has the financial strength and stability—as well as access to capital—that is required to successfully conduct the associated work. Also, we have never defaulted on a project—nor have we failed to complete a project.

- *A reputable financial institution reference from our primary banking institution—Wells Fargo—can be provided to the City of Bradenton upon request.*

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order to solve countless water quality and compliance issues. We have the capability to adequately address the need for overdue maintenance investment and all infrastructure renovations. Our creative programs and innovative pricing structures have allowed our clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for their communities, customers, and taxpayers.

In 2018—while still under the ownership of SUEZ North America—we were deemed the number one (1) leading all-environmental firm according to a survey by the publication Engineering News Record. This was based on revenue—including our operations within North America for water, wastewater, solid waste treatment services, water technologies, and innovative water solutions.

In 2017, we were recognized as the Smart Water Company of the Year at the Global Water Awards—the world's largest global event for the water industry. This was based on operating performance, innovative technology adoption, and the use of sustainable financial models:

- Over 3,000,000 smart water meters deployed globally
- Over 200,000 smart meters deployed across the largest network in the United States
- 1,000 square miles covered across 150 cities and towns
- Up to 38% reduction in water loss and 5% in demand
- Vast experience with all major meter, AMI manufacturers, and billing vendors

In addition, we were recognized with the Utility Industry Innovation in Water & Sewer Award by the National Association of Regulatory Utility Commissioners for our state-of-the-art deployment of our Smart Utility Network.

GASB 34 Compliance

Additionally, USG's water storage tank asset maintenance program is in full compliance with the Governmental Accounting Standards Board (GASB) 34 Asset Management System Modified Approach to valuing critical water distribution system assets. We are experienced with this method, and we have provided this option to our clients ever since the implementation of our full-service tank asset maintenance program. It includes specifying tank interior and exterior coating renovation cycles, regular condition assessment cycles, condition rankings of the critical assets, and measurement scales—as well as any summary reports of this information.

- *A GASB 34 Compliance letter can be provided upon request.*

KEY BENEFITS OF PARTNERING WITH USG

- ONE (1) PRIMARY POINT OF CONTACT FOR ALL DIRECT COMMUNICATIONS
- A LOCAL WATER SYSTEM CONSULTANT FOR ANY PROJECT CONSULTATION
- CERTIFIED FIELD PERSONNEL AND TANK ASSET MANAGEMENT PROFESSIONALS
- TRUSTED, QUALIFIED SUB-CONTRACTORS & TECHNOLOGY PARTNER RESOURCES
- SERVICE CENTERS THAT ARE READILY AVAILABLE FOR QUICK RESPONSE TIMES
- A FIXED PRICE THAT IS BASED ON A PREDETERMINED SCOPE OF WORK
- NO CHANGE ORDERS ON THE MUTUALLY-AGREED-UPON SCOPE OF WORK
- AN ASSESSMENT PLAN THAT IS BASED ON OPERATIONAL NEEDS
- AN ISO 9001:2015 CERTIFICATION FOR QUALITY MANAGEMENT SYSTEMS

From water tanks to network management, USG provides integrated solutions built around a client's water distribution system. Beyond our signature water storage tank asset maintenance programs, we also offer maintenance programs for water meters, filtration and mixing systems, concrete, plant, and pipeline assets. Our asset maintenance programs restore aging infrastructure to full operability and extend the life of critical assets through the means of preventative maintenance and condition assessments.

USG helps utilities address increasing regulations and operational costs by assuming the obligations of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer other services focused on improving water quality, such as: mixing systems and trihalomethane (THM) removal systems (TRS) to reduce any disinfection byproduct (DBP) levels in a water distribution system; spray-in-place pipeline (SIPP) relining and rehabilitation to repair aging underground pipelines with low costs and minimal water system downtime; and our AQUADVANCED software that optimizes water distribution system operations by providing a centralized view of the distribution networks, service calls, and system performance in real time.

We are uniquely positioned to provide the highest quality water storage tank maintenance and asset management program available. Also, our dedicated team of water experts, resources, and focus on providing the most comprehensive, cost-effective, and sustainable maintenance services to our many clients have made us leaders within the asset management and potable water industry. Our maintenance programs provide long-term, structured, and financially sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all of the services, repairs, and maintenance.

To ensure that our program will maintain water quality and operational efficiencies, we will collaborate with City of Bradenton operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance program is driven by collaboration—where the City of Bradenton and USG team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to USG to successfully maintain tanks with a strategy allowing the City of Bradenton to plan and budget effectively.

Engineering

Under the direct leadership and oversight of **Mr. Jason Saylor, P.E.**—Director of Engineering—the extensively experienced engineering team serves as the technical resource for USG by providing engineering support for all areas of our asset management programs. USG's engineering staff has over 30 years of combined experience with both the evaluation and maintenance of critical assets and water treatment facilities. The engineering staff also provides project support by developing and providing technical engineering documents that are required for project delivery—including technical installation details, required permitting for regulatory compliance, and project plans that are needed to implement the associated asset maintenance services.

- *Mr. Jason Saylor, P.E., is a Licensed Professional Engineer in the State of Florida (#76657)*
- *USG—under our legal contractual entity of Utility Service Co., Inc. (USCI)—is also an actively licensed professional engineering firm within the State of Florida (#CA30571).*

Project Management

Project managers for the southern region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Dustin Lawson**—Service Center Manager (Fort Meade, FL) | Project Manager II (2)—will also serve as the dedicated Project Manager for the City of Bradenton.

Water System Consultants

USG's Water System Consultants are unmatched in both their experience and knowledge within the water and asset management industry—as well as the states, regions, and territories they service. These local USG resources reside within their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. The primary approach of our Water System Consultants centers on USG's clients and their environments—ultimately aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Raymond Bates**—Water System Consultant (Central Florida)—has over five (5) years of experience and is certified to climb and inspect tanks. He is available to the City of Bradenton for project consultation, to answer any questions, provide information about any other services, and serve as a constant resource in all aspects of water distribution systems, tank maintenance, and asset management.

Customer Account Specialists

Timely support is essential to the successful management of water distribution system assets. With over 50 years of combined experience working with our clients, our skilled team of Customer Account Specialists is dedicated to supporting water and wastewater system clients in both the municipal and industrial markets of the United States. Our Customer Account Specialists provide all financial information based on each client's fiscal year to aid with budget planning and serve as the primary point of contact for emergency repairs—as well as service requests outside of the regularly scheduled maintenance services. Additionally, they provide insurance information, inspection reports, service records, contract documents, safety information, and any other requested documentation to assist our many valued clients with regulatory reporting and compliance.

- **Ms. Sue Roach**—Customer Account Specialist (South Region)—has over 25 years of experience and will serve as the dedicated Customer Account Specialist for the City of Bradenton. Both her experience and expertise allow her to provide customized support and effective solutions. Ms. Roach can be reached at **(866) 919–3471**.

Employees



- Number of direct employees: 600+
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 100+ nationwide

Inspectors



- Number of NACE-Certified Inspectors on staff: 82
- Number of SSPC-Certified Inspectors on staff: 47
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

Washout Crews

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

Painting Crews

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

Repair & Service Crews

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

Associated Equipment

On average, USG's specialized service centers perform more than 1,200 major water storage tank renovations on an annual basis—including approximately 100+ lead abatement projects. Both the scale and magnitude of certain water tank projects require significant resources, and the availability of vast equipment allows USG to complete any size project efficiently and with the high-quality results that are expected by our many valued clients.

➢ *Available equipment is listed in the table.*

Equipment	Quantity
40,000 CFM Dust Collection	Ten (10)
Titan Industrial Vacuum Systems	Eight (8)
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	Seven (7)
22 tons Bulk Abrasives Transport Trailers	40+
Rail Cars for Bulk Abrasives Transport	Nine (9)
Road Tractors	15
Service Trucks	100+
Steel Grit Blast Units	Seven (7)
Robotic Blast Units	Five (5)

SERVICE CENTERS

All tank maintenance services will be conducted by personnel that is trained and qualified to perform all visual and washout inspections—as well as all asset rehabilitation, maintenance, repairs, and painting services—in accordance with the project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at the critical phases of the associated project to ensure compliance with all specifications and ultimately produce the quality results that are expected from our many valued clients.



USG has 11 service centers strategically located throughout the United States to serve clients on a timely basis. The locations of USG's service centers include: Arkansas (1), California (1), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 6,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting the City of Bradenton is located in the **City of Fort Meade, FL—** only one (1) hour away from the City of Bradenton. The USG service center team ensures that all projects adhere to all performance standards, schedule, and budget. Responsible for the successful maintenance and operability of hundreds of water distribution system assets in the southern region of the United States, USG's team has extensive project experience and specialized knowledge of the characteristics and conditions associated with distribution systems, assets, and infrastructure within the State of Florida.

Our Florida service center successfully manages and maintains the operability of hundreds of water storage tanks under our asset maintenance program in the southern region of the United States—providing more than 100 condition assessments on an annual basis. This Florida service center is located at **929 North Charleston Avenue, Fort Meade, FL 33841** and can be reached via telephone at **(800) 573–7036**.

- **Mr. Dustin Lawson**—Service Center Manager (Fort Meade, FL) | Project Manager II (2)—serves as the principal in charge of managing the operations at this facility and has more than 12 years of experience within the water storage tank and asset management industry. He also possesses specialized knowledge of water distribution system infrastructure and conditions in the State of Florida—as well as in the southern region of the United States. His expertise and insight into evaluating project costs ensure the City of Bradenton that all water distribution system assets will be maintained and managed to the highest standard—as well as in the most efficient and cost-effective manner possible—to ultimately benefit the City of Bradenton's water distribution system and the many customers it serves for years to come.

Management Team

USG's management team is committed to providing valuable services to our clients and improving the operability of water distribution systems in the safest and most cost-effective manner. The main goal of USG's management team is to provide full asset management solutions to our clients—from asset management services provided by our certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The management team is also passionate about progressively building USG with talented professionals that are committed to serving clients on a daily basis—ultimately setting the strategy that both guides our business and delivers the high-quality results and innovation expected by our clients.

The USG management team is also committed to supporting the long-term financial stability of our many valued clients by offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and using long-term contracts to control costs. The USG management team includes highly experienced individuals in both asset maintenance and management for the industrial and municipal markets of the water and wastewater industries. The following individuals are experts in their respective fields:

- **Mr. Jonathan Cato**—Chief Operating Officer (COO)—has over 20 years of experience in water, wastewater, and asset management, utility operations, and water distribution system quality. Mr. Cato is a subject matter expert (SME) in a multitude of fields and can provide his knowledge to all key individuals involved in the project.
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—possesses over 20 years of experience in tank maintenance, asset management, and water distribution system quality.
- **Mr. Angelo Missos**—Vice President of Asset Management—has over 20 years of experience in asset management, environmental operations, and business development. He assists in the development and implementation of comprehensive asset management programs—while also exploring new ways to leverage machine learning processes to both improve and forecast asset management tasks. He is also a NACE Level III (3) Certified Inspector (#25335).
- **Mr. Brad Winkeler, P.E.**—National Director of Operations—has over 20 years of experience in both asset management and water distribution system operations. He works directly with USG service center managers and certified inspectors to plan and execute the renovation work and maintenance services under our asset management program—while simultaneously providing his expertise and support directly to clients. Mr. Winkeler is also a NACE Level III (3) Certified Coating Inspector (#27255) and is SSPC-Certified (C-3 & C-5) for the de-leading of industrial structures. All USG service centers report to Mr. Winkeler.
- **Mr. Karl Nelson**—Director of Quality Assurance / Quality Control (QA/QC)—has over 20 years of experience in asset management and water distribution system operations. He is responsible for overseeing the effective execution of the company's QA/QC Program—while also providing his expertise and support directly to our clients. All company inspectors report to Mr. Nelson.
- **Mr. Markos Mavrophilipos**—Director of Quality (South Region)—has more than 25 years of experience in both asset management and quality assurance / quality control (QA/QC). He is primarily responsible for the effective execution of the QA/QC Program for the southern region.
- **Mr. Patrick Day**—Director of Sales (Southeast Region)—has over 30 years of experience in sales, sales management, business development, product management, and asset management.
- **Ms. Beth Watson**—Customer Service Manager—has over 20 years of experience in customer service and oversees all operations associated with the USG Customer Account Specialist team.

Certified Field Personnel

The USG team of full-time, certified field personnel holds credentials from training, certifications, and practical experience gained from direct work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Chris Homen**—Chief Inspector (South Region)—is a Certified AMPP Level II (2) Protective Coatings Inspector (#57905) with over 28 years of experience. He will conduct all QA/QC and tank inspection services for the City of Bradenton.

Association for Materials Protection & Performance (AMPP)

The Association for Materials Protection and Performance (AMPP) is the world's leading organization focused on the protection of assets and performance of materials. The AMPP was created when the National Association of Corrosion Engineers (NACE) and Society for Protective Coatings (SSPC) united after more than 145 years of combined experience in corrosion control and protective coatings. Today, the AMPP is active in more than 130 countries and has more than 40,000 members across the globe. The AMPP is headquartered within the United States—with offices in Houston, TX, and Pittsburgh, PA. Additional AMPP offices are located in China, Brazil, Malaysia, Saudi Arabia, and the United Kingdom—as well as a training center in Dubai.

The merger between NACE and SSPC was formed to create a unified voice for the corrosion control and protective coating industries. The AMPP combines the world's leading corrosion prevention and protective coatings organizations under one (1) umbrella. With a vision to create a safer, protected, and sustainable world, the AMPP focuses on the future of materials protection and performance. The newly formed AMPP consists of two (2) governance structures:

- The AMPP—an IRC 501(c)(6) Organization
- The AMPP Global Center—an IRC 501(c)(3) Organization

The AMPP provides services in the areas of certification, accreditation, membership, and advocacy—as well as public affairs—while the AMPP Global Center primarily focuses on standards, technical and research activities, conferences, events, education, training, publications, and pre-professional programming.

No other organization currently offers the depth and breadth of materials protection and performance information, standards, education, certification, and contractor accreditation programming that the AMPP provides. They combine the expertise that has been instrumental in developing standards, training, publications, and other technical resources that support members and ultimately advance the industry. With one (1) voice, contractors, owners, craftsmen, manufacturers, corrosion experts, consultants, and industry stakeholders will do more to protect both the society and the environment across the globe.

For years, the AMPP's new combined membership has been aligned in one (1) very important way: the members are dedicated to protecting infrastructure and critical water distribution system assets from corrosion and deterioration. Guided by this common purpose, the AMPP will ultimately serve as a stronger, more powerful voice for the corrosion control and protective coatings industry through means of constant collaboration and working together.

- ➢ *USG has more NACE-Certified Inspectors than any other water, wastewater, or tank company in the United States. Please refer to the field personnel tables—provided on the following two (2) pages—for a list of USG's NACE-Certified Inspectors and SSPC-Certified Personnel.*

NACE-Certified Field Personnel

Inspector	Certification	Status	Inspector	Certification	Status
Carson Arnold	#77766	Level I (1)	Kevin Martel	#105784	Level I (1)
Jimmy Asher	#47845	Level I (1)	Mack Martin	#70687	Level I (1)
Michael Bandza	#50648	Level I (1)	Bob Mattey	#51737	Level II (2)
Raymond Bates	#46375	Level II (2)	Michael Mastoris	#57710	Level III (3)
Shane Bell	#27553	Level II (2)	Markos Mavrophilipos	#10324	Level III (3)
Graham Beeby	#105493	Level I (1)	Steve Mazanowicz	#53752	Level II (2)
Francis Blanchard	#11418422	Level II (2)	Taylor McElhaney	#70324	Level I (1)
Robert Bowlin	#82263	Level I (1)	Chad Merithew	#28874	Level II (2)
Ian Brady	#26161	Level II (2)	David Merithew	#3201	Level I (1)
Doug Brandt	#17697	Level II (2)	Angelo Missos	#25335	Level III (3)
Bob Budney	#12385	Level I (1)	Bryan Morrow	#9135	Level III (3)
Robert Bowlin	#82263	Level I (1)	James Murray	#17367	Level III (3)
Dan Burgess	#27552	Level II (2)	James Olson	#107627	Level I (1)
Brian Bymaster	#45506	Level II (2)	Nathan Page	#105270	Level I (1)
Mike Cooke	#62366	Level II (2)	Christopher Patterson	#81440	Level II (2)
Erin DeLee	#74425	Level I (1)	Richard Pena	#62116	Level III (3)
Jeffery Dobbins	#82094	Level I (1)	Clint Pritchard	#17366	Level III (3)
Tony Garner	#17359	Level II (2)	Brian Radde	#50484	Level II (2)
Meagan Grimes	#77122	Level I (1)	Nick Rapagnani	#82653	Level I (1)
Dawn Halpern	#104598	Level II (2)	Joshua Ray	#69374	Level II (2)
Bill Hammond	#7839	Level III (3)	Rob Rochette	#11143	Level III (3)
Anthony Harrison	#105436	Level I (1)	Vince Sanchez	#77275	Level I (1)
Craig Henderson	#27245	Level III (3)	Jeff Simpkins	#24842	Level III (3)
John Hoffman	#108433	Level I (1)	Storm Shapley	#63482	Level I (1)
Walter Holloway	#104436	Level I (1)	Andrew Smith	#27253	Level III (3)
Chris Homen	#57905	Level II (2)	Gregg Smith	#108356	Levl I (1)
Anthony Hornick	#103248	Level I (1)	Rick Smith	#74420	Level I (1)
Darren Jackson	#5084	Level III (3)	Thomas Stechmann	#80892	Level I (1)
Chad Johnson	#15647	Level II (2)	Justin Styslinger	#66003	Level I (1)
Jerry Johnson	#73511	Level II (2)	John Sullivan	#1275	Level I (1)
Keith Jones	#51827	Level I (1)	Joseph Taylor	#74422	Level I (1)
Brock Kells	#74426	Level I (1)	Jason Tamez	#69502	Level II (2)
Kurt Kwiatkowski	#57908	Level III (3)	Travaris Veal	#690896	Level III (3)
Tony Kyne	#27559	Level II (2)	Rob Weaver	#17372	Level III (3)
Matthew Lafever	#107523	Level I (1)	Cliff Wheeler	#63367	Level II (2)
Brandon Lamb	#80512	Level I (1)	Jared Whitney	#70536	Level I (1)
Nathan Lamb	#108308	Level I (1)	Brad Winkeler	#27255	Level III (3)
Dustin Lawson	#51746	Level III (3)	Michael Winkeler	#27565	Level II (2)
Steven Lewis	#70317	Level I (1)	Brian Woodring	#104554	Level I (1)
Richard Longstreet	#71233	Level II (2)	Randy Wyatt	#36620	Level III (3)
Dean Marantis	#25334	Level I (1)	Branan Youngblood	#104413	Level I (1)

SSPC-Certified Field Personnel
(C-3 & C-5 Supervisor/Competent Person Training for the De-leading of Industrial Structures)

Inspector	Inspector
Jimmy Asher	Martin Mehley
James Bigley	Chad Merithew
Ian Brady	David Merithew
Dan Burgess	Bryan Morrow
Brian Bymaster	Christopher Patterson
John Crook	Richard Pena
Thomas Daley	Clint Pritchard
Daniel Demyan	Brian Radde
Elias Doropolous	Joshua Ray
Timothy Ely	Ralph Santiago
Steve French	Daniel Sepesy
David Glazier	David Sepesy
Craig Henderson	Richard Sides
Darren Jackson	Jeff Simpkins
Doug Jackson	Rick Smith
Christopher Kelley	Justin Styslinger
Louis Kindinis	Vincent Szewczyk
Kurt Kwiatkowski	David Taylor
Benjamin Law	George Trikilis
Dustin Lehman	James Tsikouris
Steven Lewis	Robert Weaver
Michael Mastoris	Brad Winkeler
Ismael Martinez	George Xenikis
Michael May	—

Technological Resources

We use a variety of technological, in-house resources—computer capabilities, software applications, modeling programs, etc.—to capture, analyze, and deliver information across secure platforms with ease and efficiency. Our many technological capabilities are utilized through some of the following technology resources:

Oracle®

As previously mentioned, we utilize the Oracle Database software to manage our professional asset maintenance programs, resources, and records. USG's Oracle Database application is a multi-model database-management system used for running online transaction processing, data warehousing, and data management—as well mixed database workloads. Oracle is the first database that was designed for enterprise grid computing—which is the most flexible and cost-effective way to manage both information and applications.

SAP® Concur® Solutions (Concur)

We use Concur as an expense, management, travel, and invoice software solution. Concur is a system that provides a single way to manage company spending from end-to-end, improve compliance, gain greater visibility into account transactions, and ultimately simplify the overall process for both managers and employees.

Salesforce®

We use Salesforce as a cloud-based software application to provide our client and customer-relationship management services. In addition, Salesforce includes a complementary suite of enterprise applications focused on things such as customer service, data analytics, marketing automation, and application development. We also use this software to track opportunities—while providing real-time data on existing client accounts that includes up-to-date information. Salesforce also enables us to work efficiently with our many business processes by providing us with multiple solutions for sales, marketing automation, commerce, analytics, integration, and customer service—while simultaneously creating a partnership that is based on mutual trust and overall success.

Geopointe™

We also utilize Geopointe within Salesforce to gain analytical insights by applying geography and location-based data to our clients and our business processes. This allows us to view our client information across the country in a way that is data-driven, aesthetically appealing, and easy to utilize.

VISIO®

VISIO enables users to monitor water services in real-time—providing greater reactivity for all network maintenance work. It provides users with more efficient facilities and networks, an improved energy efficiency, and better sharing of information and data between the different stakeholders.

AutoCAD®

Our engineering department utilizes AutoCAD (Computer-Aided Design) software for creating precise, two-dimensional (2D) installation and repair drawings. AutoCAD software allows the engineering department to provide all accurate equipment layouts for implementations within the field.

ProntoForms®

As an asset management system application, the USG certified team of in-house inspectors uses ProntoForms when conducting condition assessment reports—allowing them to easily transmit the data directly to USG servers and provide rapid and efficient responses to USG's operations teams. If asset deficiencies exist or are identified by our team of certified inspectors during the condition assessment, USG has the ability to both capture and react to the existent asset deficiencies via the ProntoForms asset management system application.

ORACLE

Oracle helps USG see and monitor our data in new, advanced ways—while also equipping us with the necessary tools to discover actionable insights and unlock endless possibilities through the utilization of a multi-model database-management system. The Oracle Cloud Infrastructure database software offers users with autonomous operations, integrated security, and enterprise-class services—as well asi elastic, serverless database, platform, and infrastructure as-a-service (IaaS) services. It allows USG to run crucial enterprise applications in public regions and client data centers with high performance, scale, and availability—while lowering our overall costs.

Oracle was built on more than a decade of innovation and offers a complete application portfolio for the modern digital business. Oracle's cloud platform provides a common data model, incorporates the latest technology, and delivers a regular, frequent cadence of new-and-improved functionality—ultimately helping clients modernize and innovate at the heart of their business. More than 30,000 organizations—of all sizes—rely on Oracle Cloud Applications to run their most important front- and back-office business operations. Each suite of applications is designed to work together—helping eliminate any infrastructure technology (IT) complexity and maximize the benefits of data. Built and run on Oracle Cloud Infrastructure, the advanced software applications truly deliver the scalability, security, and performance needed for current business demands.

Through the Oracle Database, USG has been able to build an intelligent enterprise utilizing prebuilt artificial intelligence (AI), data-driven cloud applications, and a comprehensive portfolio that includes both infrastructure and cloud platform services. Oracle's AI offering helps us automate operations, drive innovation, and make smarter decisions securely. Oracle's Internet of Things (IoT) Intelligent Applications Cloud also provides us with more visibility, insights, and efficiencies by capturing the sensor data from connected devices utilizing smart manufacturing and workplace safety—as well as connected assets, connected logistics, and connected customer experience. In addition, when the pace of a business requires secure collaboration with multiple parties, a solution is needed in order to bring everyone together—in real time—to share both data and analytics. Blockchain provides a collaborative framework for sharing reliable data, and Oracle offers us easy ways to adopt blockchain technology—including a cloud service, an on-premises edition, and a Software-as-a-Service (SaaS) application for supply chain.

SAP CONCUR SOLUTIONS

SAP Concur is committed to reinventing travel, expense, and invoice management by utilizing tools that simplify everyday processes and—in turn—create a better overall experience for companies. SAP Concur continuously develops new ways to automate and integrate processes that utilize emerging technology. As part of the larger SAP family—and through their experience, expertise, and partnerships—SAP Concur has helped us make traveling, expensing, and invoicing both efficient and effortless. By utilizing SAP Concur to both automate and integrate our expense management, we have been able to capture our spending from multiple sources, make intelligent business decisions based on specific, accurate data, and simplify the overall process for everyone involved. This one, automated solution has helped USG see spending clearly and manage it proactively.

SALESFORCE

Salesforce serves as the world's overall leading customer relationship management (CRM) platform. It allows our marketing, sales, commerces, service, and IT teams to work as one (1)—from anywhere—in order to keep our clients happy with high-quality, data-driven results. Salesforce unites our teams from anywhere with Customer 360—one (1) integrated CRM platform that can power our entire suite of connected applications. With Customer 360, we can enable our employees to focus on what is truly important to our valued clients—including stabilizing our business practices, maintaining organized, up-to-date client data, consolidating critical asset information, and delivering exceptional client experiences.

Salesforce prides itself on maintaining its core values when both conducting business and providing a plethora of solutions to its customers—including trust, customer success, innovation, equality, and sustainability. Salesforce offers numerous products that provide its users with these many solutions to the business issues they face on a daily basis—including the following:

- Customer 360 (CRM Solutions)
- Genie Platform (CRM Solutions)
- Tableau (Analytics Solutions)
- MuleSoft (Integration Solutions)
- Slack (Digital HQ)
- Sales Solutions
- Customer Service Solutions
- Marketing Solutions
- Commerce Solutions
- Net Zero Solutions

GEOPOINTE

As a native Salesforce software application, Geopointe is exclusive to any users utilizing Salesforce as their CRM. Through Geopointe, USG has the ability to simplify Salesforce territory management by: creating territories utilizing Geopointe's shape library, easily manipulating shapes and territories with the multi-shape editor, automating lead distribution with automated assignments, and making any territory changes through mass updates. By utilizing Geopointe's advanced geographic searching and analysis capabilities, Salesforce data—from anywhere across the world—can be located. The searches can range from a view of all client accounts—clustered by concentrations—to a small neighborhood search for any local leads and prospects.

In addition, USG utilizes Geopointe to visually build territories with the Geopointe Shape Library—which includes a variety of sub-shapes based on categories such as states, zip codes, metro areas, etc. Then, we use geographic data insight to fine-tune, manage, and ultimately streamline territory management and design. We can then align these territories and develop a plan to allocate USG's resources through actionable data—actions such as exporting, adding to a campaign, and creating leads from the map are—which are all built-in.

Ultimately, this makes it is easy for us to launch custom processes, integrate with other applications, and more. Some additional Geopointe solutions include:

- Trip Planning & Route Optimization
- Vehicle & Asset Tracking (in real time)
- Lead Routing & Campaign Targeting
- Calendar-Based Scheduling

VISIO

VISIO enables users to monitor water services in real time and brings greater reactivity for network maintenance work. It provides the VISIO users with more efficient facilities and networks—including improved energy efficiency—and a better way of sharing information and data between the different stakeholders.





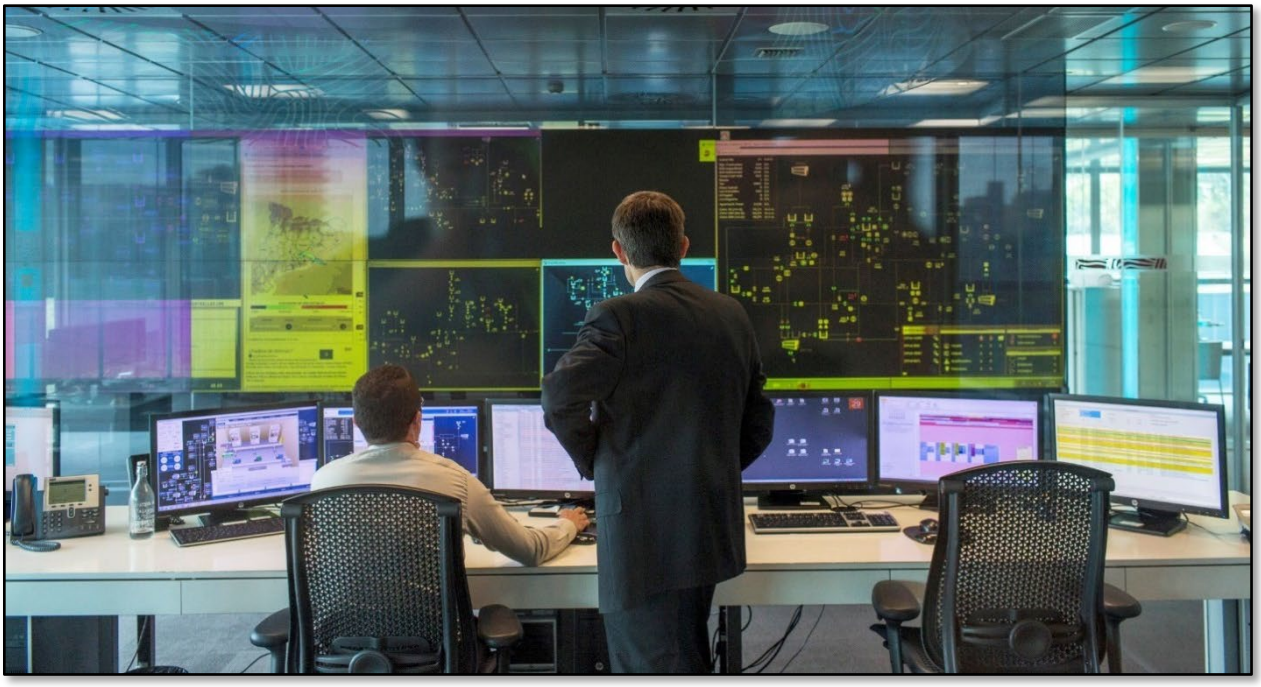








The USG VISIO Center is staffed with experienced, dedicated water experts who monitor our clients' water distribution systems to identify any possible issues. We have also integrated a powerful asset management and work order management system with clients' water distribution systems in order to issue work orders to our crews and manage the critical water assets over the life of the system. The USG VISIO Center also helps our staff monitor all alarms and allows us to analyze any potential problems as they arise to provide actionable intelligence, reporting, and ongoing support to all USG clients—as well as the communities they serve.



AutoCAD

AutoCAD serves as a commercial computer-aided design (CAD) and drafting software application utilized to create precise two-dimensional (2D) and three-dimensional (3D) designs. AutoCAD allows users to draft, annotate, and design 2D geometry and 3D models with solids, surfaces, and mesh objects. Additionally, a user can customize and automate tasks—such as comparing drawings, adding blocks, and creating schedules. The AutoCAD software application is utilized within the industry by architects, engineers, project managers, city planners, graphic designers, and construction professionals—as well as other professionals within the industry. AutoCAD software also includes industry-specific features and intelligent objects that are used in areas such as electrical design, architecture, mechanical engineering, and more.

AutoCAD is heavily utilized within our engineering department to create precise, 2D installation and repair drawings—as well as accurate equipment layouts for field implementation. With AutoCAD, we also have the following capabilities:

- Automate floor plans, sections, and elevations
- Draw piping, ducting, and circuiting quickly with parts libraries
- Auto-generate annotations, layers, schedules, lists, and tables
- Use a rules-driven workflow to accurately enforce industry standards

Lastly, we are able to take advantage of seamless workflows by accessing AutoCAD on virtually any of our devices. We can view, edit, annotate, and create drawings—on the go—using the AutoCAD mobile application or from any web browser using the AutoCAD web application.

ProntoForms

The ProntoForms software provides a low-code development platform to its users in order to build the applications for enterprise field service management. The application digitizes paperwork to empower all workers in the field with the ability to complete any complex forms on a mobile device, collect rich data, and send any form data directly to USG's project management personnel, back-office systems, and analytics utilizing ProntoForms' mobile forms software tools.



The ProntoForms mobile solution makes it easy for our workers to collect data on any mobile device, access company data in the field, and automatically share the results with cloud services— allowing us to track, analyze, and constantly improve our internal processes.

For our asset management services, the USG inspection team uses ProntoForms when conducting condition assessments—allowing them to transmit all data directly to our servers and provide rapid and efficient responses to our operations teams. If any deficiencies exist or are identified during the condition assessment, we can capture and react to them via ProntoForms.

Safety Training

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of USG employees. At USG, safety serves as the management team's top priority, and we have proven safety professionals that are dedicated to implementing our safety standards and practices.

- **Mr. Robert Weaver**—Vice President of Environmental Health & Safety (EH&S) and Quality—has over 15 years of experience and oversees all aspects of the USG Environmental Health and Safety Program. He is responsible for all health, safety, security, and quality field operations.

When necessary, we can engage **The Lovelace Group** for any project consulting or assistance in the annual implementation of our comprehensive safety training program. It is a standard policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any employee that is climbing or working on a tank is required to attend our 40-hour annual training program and pass thorough examinations on the following topics:

- Confined Space
- Working Over Water
- Radio Frequency
- Electrical Safety
- Toxic Health Hazards
- Metal Health Hazards
- Hazard Communication
- Respiratory Protection
- Fire Protection
- Flammable Liquids
- Noise Protection
- Fall Protection
- Lead Exposure
- Decontamination
- Equipment Safety
- Vehicle Safety
- First Aid Training
- CPR Techniques

Safety & Health Program

The **USG Safety & Health Program** is a 300+ page printed document. It is a standard policy to protect USG employees, subcontractors, and clients with safe work practices. We manage all work in a safe, orderly, and effective manner. We also adhere to all OSHA confined space requirements. Any employee working inside a water storage tank—defined as a confined space by OSHA—is fully trained with these procedures and will abide by all applicable confined space regulations. We also adhere to all applicable OSHA confined space protocols and requirements pertaining to the monitoring of internal atmospheres. Prior to a crew member entering a confined space, the internal atmosphere is thoroughly tested using a calibrated direct-reading instrument that tests for the oxygen content, flammable gasses and vapors, and potential toxic contaminants in the air—in that specific order. It is a standard USG policy that no hazardous atmosphere is permitted in a space if an employee is inside that space. The USG crews also follow continuous forced air ventilation procedures by constantly monitoring the internal atmosphere in any confined space throughout the course of work.



- *A full copy of the formal USG Safety & Health Program is included on a USB flash drive with this Proposal for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ).*

Quality Assurance

All work, surface preparations, and coatings applied are completed in accordance with:

- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

Work will be completed in adherence with applicable federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of Florida rules and regulations pertaining to potable water storage tanks. We also provide ongoing support and direction to meet these ever-changing environmental regulations.

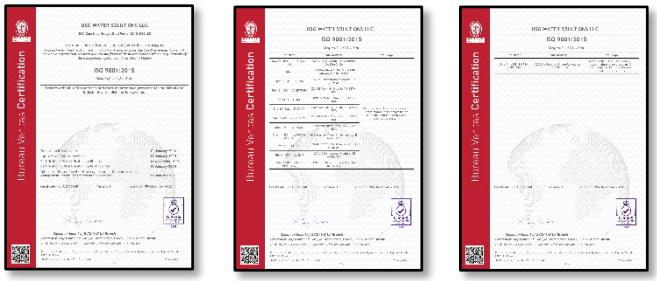
ISO 9001:2015 Certification

Additionally, we are very proud to announce that we were awarded the **ISO 9001:2015 Certification (Certificate No.: US014911)** from Bureau Veritas. The certificate affirms that USG's operation and quality management systems adhere to the requirements set forth by the International Organization for Standardization (ISO). The ISO 9001:2015 Certification also validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing all risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

This ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



Please find a copy of our ISO 9001:2015 Certification in the Appendix

PARTNERSHIP FOR SAFE DRINKING WATER

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations—as well as more than 300 water utilities. The goal of this Partnership is to provide a new measure of public health protection to millions by ultimately encouraging utilities to voluntarily improve performance beyond the current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility clients.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance among six (6) of the most prestigious drinking water organizations:

1. American Water Works Association (AWWA)
2. Association of Metropolitan Water Agencies (AMWA)
3. Association of State Drinking Water Administrators (ASDWA)
4. National Association of Water Companies (NAWC)
5. United States Environmental Protection Agency (USEPA)
6. Water Research Foundation (WRF)

Regulatory requirements for surface water filtration plants and potable water distribution systems are becoming increasingly stringent. Accordingly—to adhere to these requirements—the Partnership for Safe Drinking Water program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance even beyond the proposed regulatory levels.

There are four (4) phases to the Partnership for Safe Drinking Water program:

1. Phase I: Commitment
2. Phase II: Baseline Data Collection
3. Phase III: Self-Assessment
4. Phase IV: Optimized System (Optional)

Participation in the Partnership for Safe Drinking Water program demonstrates utility commitment to water quality and public health protection. Progress through this program's four (4) phases earns awards—which can be highlighted to demonstrate utility accomplishments.

As a certified **AWWA Member (#1973)**, USG is committed to maintaining the AWWA's performance standards associated with this Partnership for Safe Drinking Water. As an active member, we also have full access to best practices, alerts, and advisories—as well as other critical information—to support the efforts of the City of Bradenton to meet Partnership for Safe Drinking Water goals and objectives.

Additionally, USG has invested countless resources in both research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our clients on a continual basis. Our goal is to assist our clients in improving their water distribution systems and critical assets—as well as the overall well-being of their communities and customers. We work to provide all reporting and documentation associated with water storage tank maintenance to support the City of Bradenton in their compliance efforts.

CUSTOMER LIST

USG WATER
SOLUTIONS

CLIENT REFERENCES

Client Reference #1

- Utility/Company: **Indian River County Utilities**
- Address: **4350 41st Street, Vero Beach, FL 32960**
- Contact: **Richard Meckes**
- Telephone: **(772) 226–3404**
- E-mail: **rmeckes@ircgov.com**
- Number of Tanks: **Ten (10)**
- Start date: **10/2018**
- Completion date: **09/2029**
- Contract Price: **$1,471,627.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG maintains and renovates 10 assets for Indian River County—including three (3) elevated water tanks and seven (7) GSTs—under our Maintenance Program.**

Client Reference #2

- Utility/Company: **City of Fort Meade**
- Address: **521 4th Street, Fort Meade, FL 33841**
- Contact: **Tommy King**
- Telephone: **(863)-2693-6010**
- E-mail: **tking@cityoffortmeade.com**
- Number of Tanks: **Two (2)**
- Start date: **11/2021**
- Completion date: **Evergreen**
- Contract Price: **$355,851.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG maintains and renovates elevated and ground storage tanks for the City of Fort Meade under our Maintenance Program.**

Client Reference #3

- Utility/Company: **City of Venice Utilities**
- Address: **200 North Warfield Avenue, Venice, FL 34285**
- Contact: **Sam Demartino**
- Telephone: **(941) 882–7320**
- E-mail: **sdemartino@venicegov.com**
- Number of Tanks: **Two (2)**
- Start Date: **01/2007**
- Completion Date: **Evergreen**
- Contract Price: **$240,796.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been both maintaining and renovating two (2) of the City of Venice's pedosphere elevated water towers for many years under our Maintenance Program.**

Client Reference #4

- Utility/Company: **Manatee County Utilities**
- Address: **17915 Waterline Road, Bradenton, FL 34212**
- Contact: **Thanh Tran (Potable Water)**
- Telephone: **(941) 792–8811**
- E-mail: **thanh.tran@mymanatee.org**
- Contact: **Jennifer Marquette (Wastewater)**
- Telephone: **(941) 792–8811**
- Email: **jennifer.marquette@mymanatee.org**
- Number of Tanks: **17**
- Start Date: **12/2014**
- Completion Date: **12/2029**
- Contract Price: **$6,211,628.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has maintained Manatee County's concrete potable and steel elevated water storage towers for the past 25 years. In 2018, the Wastewater Department added their four (4) large concrete reclaimed water tanks to their asset management contract.**

Client Reference #5

- Utility/Company: **City of Deland**
- Address: **1102 Garfield Avenue, Deland, FL 32724**
- Contact: **Mark Petracca**
- Telephone: **(386) 624–2571**
- E-mail: **petraccam@deland.org**
- Number of Tanks: **Two (2)**
- Start date: **07/2007**
- Completion Date: **Evergreen**
- Contract Price: **$400,063.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG maintains two (2) of the City of Deland Utilities Department's elevated water storage tanks under our Maintenance Program.**

Client Reference #6

- Utility/Company: **City of Fort Myers**
- Address: **2751 Jacksonville Street, Fort Myers, FL**
- Contact: **Jesse Victory (Water Treatment Plant Superintendent)**
- Telephone: **(239) 321–7684**
- E-mail: **jvictory@cityftmyers.com**
- Number of Tanks: **One (1)**
- Start Date: **2004**
- Completion Date: **Evergreen**
- Contract Price: **$182,180.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been maintaining the City of Fort Myers' Imaginarium Elevated Water Tank for years under our Maintenance Program.**

Client Reference #7

- Utility/Company: **City of Palm Coast**
- Address: **2 Utility Drive, Palm Coast, FL 32137**
- Contact: **Peter Roussell**
- Telephone: **(386) 986–2374**
- E-mail: **proussell@palmcoastgov.com**
- Number of Tanks: **20**
- Start Date: **06/2017**
- Completion Date: **09/2029**
- Contract Price: **$2,078,765.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG completes maintenance and renovation on 20 Palm Coast assets in Water Treatment Plants 1 and 2. We maintain the assets—which include multiple elevated water storage tanks, ground storage tanks, clarifier's, sludge thickeners, and piping in the water treatment plants under our Maintenance Program.**

Client Reference #8

- Utility/Company: **City of Venice**
- Address: **200 Warfield Avenue, Venice, FL 34285**
- Contact: **Sam DeMartino**
- Telephone: **(941) 882–7320**
- E-mail: **sdemartino@venicegov.com**
- Number of Tanks: **Two (2)**
- Start Date: **2012**
- Completion Date: **Evergreen**
- Contract Price: **$200,760.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description**: USG has been maintaining two (2) of the City of Venice's elevated water storage tanks under our Maintenance Program for over a decade.**

Client Reference #9

- Utility/Company: **City of Minneola**
- Address: **18340 Scrub Jay Road, Minneola, FL 34715**
- Contact: **Anthony Trevino (Water Superintendent)**
- Telephone: **(352) 551–6495**
- E-mail: **atrevino@minneola.us**
- Number of Tanks: **Two (2)**
- Start Date: **2004**
- Completion Date: **Evergreen**
- Contract Price: **$132,516.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been maintaining two (2) of the City of Minneola's Concrete Ground Storage Tanks under our Maintenance Program.**

Client Reference #10

- Utility/Company: **City of Mascotte**
- Address: **161 Knight Street, Mascotte, FL 34753**
- Contact: **Larry Walker**
- Telephone: **(352) 630–5752**
- E-mail: **larry.walker@cityofmascotte.com**
- Number of Tanks: **Two (2)**
- Start Date: **10/2020**
- Completion Date: **Evergreen**
- Contract Price: **$154,854.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG maintains and renovates two (2) assets for the City of Mascotte Utilities Department. We recently completed an interior and exterior renovation on their elevated water storage tower—as well as an exterior renovation on their ground storage tank under the maintenance program.**

Client Reference #11

- Utility/Company: **Lee County Utilities**
- Address: **1450 Warren Drive, Alva, FL 33920**
- Contact: **Cadd Balogh (Water Operations Manager)**
- Telephone: **(239) 694–4038**
- E-mail: **cbalogh@leegov.com**
- Number of Tanks: **Two (2)**
- Start Date: **2004**
- Completion Date: **Evergreen**
- Contract Price: **$192,694.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has maintained Lee County Utilities' two (2) elevated water tanks under our Maintenance Program since the early 2000s.**

Client Reference #12

- Utility/Company: **City of Flagler Beach**
- Address: **105 South Second Street, Flagler Beach, FL 32136**
- Contact: Jim **Ramer (Water Superintendent)**
- Telephone: **(386) 517–2042**
- E-mail: **jramer@cityofflaglerbeach.com**
- Number of Tanks: **One (1)**
- Start Date: **2000**
- Completion Date: **Evergreen**
- Contract Price: **$394,067.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has completed maintenance, inspections, and renovations of the City of Flagler Beach's elevated South Beach Pedosphere on our Maintenance Program since 2000.**

Client Reference #13

- Utility/Company: **Town of Inglis**
- Address: **151 Elm Street, Inglis, FL 34449**
- Contact: **Bob Spiegl (Public Works Director)**
- Telephone: **(352) 221–5399**
- E-mail: **inglispublicworks@gmail.com**
- Number of Tanks: **Two (2)**
- Start Date: **05/2008**
- Completion Date: **Evergreen**
- Contract Price: **$137,922.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been completing maintenance, inspections, and renovations of the Town of Inglis's elevated pedosphere and ground storage tank under our Maintenance Program since 2008.**

Client Reference #14

- Utility/Company: **City of Sanford**
- Address: **1201 West Seminole Boulevard, Sanford, FL 32771**
- Contact: **Taneka Cross (Water Plant Administrator)**
- Telephone: **(407) 688–5172**
- E-mail: **taneka.cross@sanfordfl.gov**
- Number of Tanks: **Two (2)**
- Start Date: **2016**
- Completion Date: **Evergreen**
- Contract Price: **$640,226.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been completing maintenance, inspections, and renovations of the City of Sanford's (2) elevated tanks under our Maintenance Program.**

Client Reference #15

- Utility/Company: **City of Frostproof**
- Address: **521 NW 4th Street, Fort Meade, FL 33841**
- Contact: **Josh Turner (Water Superintendent)**
- Telephone: **(386) 624–2571**
- E-mail: **jturner@cityoffrostproof.com**
- Number of Tanks: **Two (2)**
- Start Date: **2005**
- Completion Date: **Evergreen**
- Contract Price: **$132,517.00**
- Project Manager: **Dustin Lawson**
- Additional Personnel: **Douglas Brandt**
- Description: **USG has been completing maintenance, inspections, and renovations of the City of Frostproof's two (2) two elevated tanks under our Maintenance Program.**

PROJECT APPROACH

USG WATER
SOLUTIONS

Project Approach

USG will closely collaborate with the City of Bradenton's management team to coordinate inspection, maintenance, and renovation services. This collaboration ensures that scheduling aligns with both USG's and the City of Bradenton's needs—allowing access to the water storage tank assets and the completion of work without disrupting the water utility's services to its constituents. Throughout the duration of the contract, USG will adjust staffing levels based on the nature of the services required—whether it's visual inspections, washout inspections, tank asset maintenance, or major tank coating renovations. Our operations are centrally managed and directed by our USG Florida Service Center located in the City of Ocala, FL.

When handling hazardous materials, USG adheres strictly to OSHA regulations—as well as other applicable state or federal guidelines—to ensure safe handling, transportation, storage, and disposal. Moreover, we leverage advanced technologies—such as remote-operated drones and submersibles (as needed)—to enhance our inspection capabilities for the City of Bradenton.

Project Management Responsibility

We offer clients tailored project management experience that incorporates start-to-finish expertise—commercially, technically, and operationally—at the project company level. This provides our clients with a multi-disciplined pool of capabilities where we are able to bring proven management expertise to various phases of the water storage tank asset maintenance project—including the following:

- Ability to mobilize a team to implement similar projects
- Management of projects that include various disciplines
- Scheduling, budgeting, resourcing, and public communication
- Management of risk, cost, changes, and compliance with budgets and schedules
- Strong relationship-building and familiarity with working with the local authority

Risk Management & Risk Mitigation

Our approach to suitable and effective risk management is based on our experience gained through managing the development and implementation of hundreds of water and wastewater assets across the country. The risk allocation between the different parties involved is managed in a way that risks are transferred to the parties that are best able to manage those risks—and in a manner that aligns interests and ensures that our performance meets the standards of the client. Some provisions of the full obligations ensure minimal residual risk—allowing for anticipated mitigation and smoother project delivery.

Reporting on Project Progression

All of the schedule reports will be provided on a predefined reporting period. There is a wide range of media available for these reports. We will start with our standard reporting formats and work to produce the customized reports based on individual project needs. Standard formats include overall time-based looks ahead, critical paths, and resource loading. In the event of any delays, a corrective action plan will be developed, implemented, tracked, and reported upon. The corrective action plans will be measured against the baseline schedule and proactive efforts will be made to maintain the baseline milestones.

SCHEDULE/TIMELINE

USG WATER
SOLUTIONS

SCHEDULE/TIMELINE

The defined schedule/timeline has been provided by the City of Bradenton in *Addendum No. 3*—issued in association with their *Request for Proposal for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ)*—and USG will strictly adhere to the project's schedule/timeline. Please see the table below for a detailed overview of the schedule/timeline in association with the City of Bradenton's elevated tank maintenance and asset management project.

TANK	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Tank 1 (250KG Elevated)	Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection	Interior Renovation Washout Inspection	Exterior Renovation Dry Interior Renovation Sanitary Visual Inspection
Tank 2 (400KG Elevated)	Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection	Washout Inspection	Exterior Renovation Sanitary Visual Inspection
Tank 3 (300KG Elevated)	Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection
Tank 4 (300KG Elevated)	Washout Inspection	Exterior Renovation Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection	Washout Inspection
Tank 5 (500KG Hydropillar)	Exterior Renovation Dry Interior Renovation Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection	Washout Inspection	Interior Renovation Sanitary Visual Inspection
Tank 6 (500KG Pedisphere)	Exterior Renovation Sanitary Visual Inspection	Interior Renovation Washout Inspection	Sanitary Visual Inspection	Washout Inspection	Sanitary Visual Inspection

COMPENSATION

USG WATER
SOLUTIONS

COMPENSATION

If awarded the contract for the City of Bradenton's *RFP for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ),* USG offers a range of invoicing and payment options. We can collaborate with the City of Bradenton's Accounts Payable Department to establish annual invoicing for each water storage tank asset, quarterly invoicing for each water storage tank asset, or invoicing upon completion of each project associated with the assets on an annual basis.

Please see the following table for the detailed pricing associated with each of the City of Bradenton's water storage tank assets:

TANK	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Tank 1 (250KG Elevated)	**$3,846**	**$5,575**	**$4,123**	**$94,313**	**$305,349**	**$413,207**
Tank 2 (400KG Elevated)	**$3,846**	**$5,575**	**$4,123**	**$5,977**	**$272,562**	**$292,083**
Tank 3 (300KG Elevated)	**$3,846**	**$5,818**	**$4,123**	**$5,977**	**$4,420**	**$24,185**
Tank 4 (300KG Elevated)	**$5,385**	**$190,414**	**$5,773**	**$4,269**	**$6,189**	**$212,029**
Tank 5 (500KG Hydropillar)	**$318,333**	**$5,575**	**$4,123**	**$5,977**	**$159,515**	**$493,523**
Tank 6 (500KG Pedisphere)	**$168,863**	**$106,131**	**$4,123**	**$5,977**	**$4,421**	**$289,515**
Total	**$504,119**	**$319,089**	**$26,389**	**$122,490**	**$752,456**	**$1,724,543**



CONCLUSIONS

This response describes USG's organizational structure with a focus on the products and services provided to our clients—owners and operators of potable water distribution systems. It acknowledges our people, who—together with the plethora of resources available to our valued clients—make our business function.

We are uniquely positioned to provide our valued clients with the highest quality maintenance and asset management program available. Our dedicated team of water experts, vast resources, and focus on providing the most comprehensive, cost-effective, and sustainable maintenance services to our clients have made us leaders in the asset management and potable water industry. Our asset maintenance programs provide long-term, structured, and financially sustainable solutions with no unplanned expenditures and provide one (1) source of responsibility for all of the services, repairs, and maintenance work.

We have the financial stability and are truly committed to delivering the most innovative, sustainable, and effective asset management solutions to our clients to improve their water distribution systems, critical assets, and the overall well-being of their communities and customers. USG's reputation is built on reliability, and our expertise is built on experience. More than 6,000 municipal and industrial clients in the United States trust USG to manage and maintain their most important water distribution system resources and water storage tank assets. Together—in collaboration with USG—let us build your comprehensive water distribution management system on a foundation of proactive, continuous improvement, constant collaboration, innovation, and trust.

We look forward to meeting with the City of Bradenton in anticipation of discussing our qualifications, competencies, and project details—as well as scheduling visits to our facilities. We welcome questions or comments—as well as the opportunity to elaborate on our capabilities. Please direct any questions you may have to:

Mr. Ray Bates
Water System Consultant (Central Florida)
Phone: (727) 482–9480
Email: raymond.bates@usgwater.com

Mr. Patrick Day
Director of Sales (Southeast Region)
Phone: (470) 963–0412
Email: patrick.day@usgwater.com



APPENDIX

This Appendix provides the City of Bradenton with the executed documents, submittal requirements, and additionally relevant information associated with this *Proposal for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ)*; the required forms and additionally relevant information include the following:

- Required Forms
- Certificate of Insurance
- Approved Applicator Certificates
- Workers Compensation Experience Modification (EMR) Rating
- Total Recordable Incident Rate (TRIR)

USG also acknowledges receipt of the following Addenda in association with the City of Bradenton's *RFP for Elevated Tank Maintenance and Asset Management (RFP No.: 24-002EJ):*

- **ADDENDUM #1**—issued by the City of Bradenton on May 07, 2024 (05/07/2024)
- **ADDENDUM #2**—issued by the City of Bradenton on May 10, 2024 (05/10/2024)
- **ADDENDUM #3**—issued by the City of Bradenton on May 24, 2024 (05/24/2024)

In addition to the items included in the Appendix, we have provided the City of Bradenton with some additional information submitted as an additional attachment to the Proposal; this information includes:

- USG Safety & Health Program

LEGAL CONTRACTUAL AGREEMENT

USG'S PROPOSAL IS CONDITIONED UPON THE NEGOTIATION AND EXECUTION BY BOTH PARTIES OF A WRITTEN, DEFINITIVE AGREEMENT CONTAINING MUTUALLY ACCEPTABLE TERMS AND CONDITIONS. THIS AGREEMENT SHALL INCLUDE—BUT NOT BE LIMITED TO—MUTUALLY ACCEPTABLE PROVISIONS ON THE FOLLOWING SUBJECTS: (I) FORCE MAJEURE, (II) INDEMNIFICATION, (III) DISPUTE RESOLUTION, (IV) LIABILITY CAP, (IV) WAIVER OF CONSEQUENTIAL DAMAGES, (VI) WARRANTY, (VII) EXCESSIVE INFLATION, (VIII) INSURANCE REQUIREMENTS, AND (IX) BONDING. USG SHALL NOT HAVE ANY CONTRACTUAL OBLIGATIONS WITH RESPECT TO THE MATTERS REFERRED TO HEREIN UNLESS AND UNTIL A MUTUALLY-ACCEPTABLE, DEFINITIVE AGREEMENT HAS BEEN EXECUTED AND DELIVERED BY BOTH PARTIES.

REQUIRED FORMS

USG WATER
SOLUTIONS

APPENDIX A

Form #1 – Response Form

City of Bradenton
Response Form

Company Name: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**

Date Submitted: **May 31, 2024 (05/31/2024)**

Project Identification #: **RFP No.: 24-002EJ**

Project Name: **Elevated Tank Maintenance and Asset Managment**

Company Name: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**

Name & Title: **John Flaugher, Chief Executive Officer (CEO) & President**

Business Address (Physical): **535 General Courtney Hodges Boulevard, Perry, GA 31069**

Corporate or Mailing Address ☒ Same as Physical: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**

ADDRESS MUST MATCH SUNBIZ **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**

E-MAIL ADDRESS: **john.flaugher@usgwater.com**

PHONE NUMBER: **(630) 464–9723** FAX NUMBER: **N/A**

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposers and further warrants and represents that: Proposal has examined copies of all the solicitation documents and the following addenda:

No.	**One (1)**	Date:	**May 07, 2024**	No.		Date:	
No.	**Two (2)**	Date:	**May 10, 2024**	No.		Date:	
No.	**Three (3)**	Date:	**May 24, 2024**	No.		Date:	

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that the Proposer have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be finished, here by propose and agree to furnish this service in according to the requirement set out in the specifications or scope of work for said services for the pries as listed on the City provided price sheet or agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: **58-1920989**

(1) Employer Identification Number -OR- (2) Social Security Number:

** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)
Company Name: (Name printed or typed)

Attest:

Authorized Proposer:

John Flaugher
Proposer: (Name printed or typed)

Chief Executive Officer (CEO) & President
Authorized Signature and Proposer Title

J. Shane Albritton
Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Divisions of Corporations*. Please refer to website: *www.sunbiz.org*

APPENDIX A

Form #2 – Interest in Competitive Bidding **N/A**

FORM 2 INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is Name Position

3. The business entity with which the person submitting the bid is associated is

4. My relationship to the person or business entity submitting the bid is as follows

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include: _____
   b. The realty, goods and/or services will be supplied for the following period of time _____
   c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____

6. Additional comments

7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

Form #3 - Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of **Georgia**

County of **Houston**

John Flaugher being first duly sworn, deposes and says that they are

CEO & President, the party making the fore-going solicitation
(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

John Flaugher, CEO & President
(Contractor/ Vendor, *if the Contractor/vendor is an individual;*
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)
(Company Name)

STATE OF **GEORGIA**

COUNTY OF **HOUSTON**

The foregoing instrument was acknowledged before me by mean of ☐ physical presence or ☒ online, this

31st Day of May, 2024, by **John Flaugher** of **USG Water Solutions**, the **CEO & President** of the Corporation

He/She is personally known to me.

(Signature line for notary public)

Lara A. Townsend
(Name of notary typed, printed or stamped)

Contract Specialst
(Title or rank)

(Serial number, if any)



Form #4 - Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to **City of Bradenton**
(Print name of the public entity)

by **John Flaugher, Chief Executive Officer (CEO) & President**
(Print individual's name and title)

for **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**
(Print name of entity submitting sworn statement)

whose business address is **535 General Courtney Hodges Boulevard, Perry, GA 31069**

(If applicable) its Federal Employer Identification Number (FEIN) is **58-1920989**

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July **1,** 1989, as a result of a jury verdict , nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Form #4 - Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements.** (***Please indicate which statement applies***.)

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

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

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

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

John Flaugher
(Signature)

May 31, 2024 (05/31/2024)
(Date)

STATE OF **GEORGIA**
COUNTY OF **HOUSTON**

Sworn to (or affirmed) and subscribed before me by mean of ☐ physical presence or ☒ online notarization, this **31st** day of **May, 2024** by **John Flaugher**.

Lara A. Townsend
(Signature of Notary Public – State of Florida)

Lara A. Townsend
(Print, Type, or Stamp Commissioned Name of Notary Public)

X personally known or _____ Produced Identification

Type of Identification Produced _____

LARA A TOWNSEND NOTARY PUBLIC My Commission Expires HOUSTON COUNTY, GEORGIA

Form #5 - Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name	**USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**				
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident	**N/A**				
4.	Who Took Action Against Your Company? (Include name, state, and City.)	**N/A**				
5.	What was the initial circumstance for this action?	**N/A**				
6.	What was the final outcome of this action?	**N/A**				

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

Form #6 -Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

John Flaugher, CEO & President
CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

Form #7 – Scrutinized Companies Form

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: **USG Water Solutions | Legal Contractual Entity: Utility Service Co., Inc. (USCI)**

Respondent's Authorized Representative Name and Title: **John Flaugher, CEO & President**

Address: **535 General Courtney Hodges Boulevard**

City: **Perry** State: **Georgia** Zip: **31069**

Phone Number: **(630) 464–9723** Respondent FEIN: **58-1920989**

Email Address: **john.flaugher@usgwater.com**

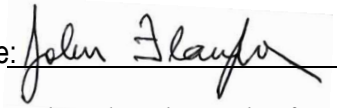
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: **John Flaugher**,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name and Title: **John Flaugher, Chief Executive Officer (CEO) & President**

CERTIFICATE OF INSURANCE

USG WATER
SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Aon Risk Services Central, Inc.
St. Louis MO Office
4220 Duncan Avenue
Suite 401
St Louis MO 63110 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Ascot Specialty Insurance Company	45055
INSURER B:	Starr Indemnity & Liability Company	38318
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Utility Service Co., Inc.
535 General Courtney Hodges Blvd
Perry GA 31069 USA

COVERAGES **CERTIFICATE NUMBER:** 570105870375 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		1000026018241	02/23/2024	02/23/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY	Y		1000672993241 Auto (AOS)	02/23/2024	02/23/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
B	X ANY AUTO			1000672994241 Auto (MA)	02/23/2024	02/23/2025	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000005268 (AOS)	02/23/2024	02/23/2025	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N	N / A		1000005267 (CT,IA,NC,NJ,NY)	02/23/2024	02/23/2025	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Contractors Pollution Liabili			ENPR231000094801	02/23/2023	02/23/2025	Aggregate Limit	$15,000,000

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

RE: RFP No.: 24-002EJ - Elevated Tank Maintenance and Asset Management. The City of Bradenton, a political subdivision of the State of Florida, its officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

The City of Bradenton
A political subdivision of the
State of Florida
101 Old Main Street
Bradenton FL 34205-7865 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : ADILM

Certificate No : 570105870375

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AGENCY CUSTOMER ID: 570000093965

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Utility Service Co., Inc.
POLICY NUMBER: See Certificate Numbe 570105870375	
CARRIER: See Certificate Numbe 570105870375 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		1000005264 (WI)	02/23/2024	02/23/2025		
B		N/A		1000005266 (FL)	02/23/2024	02/23/2025		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

 © Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

Policy Number: 1000672993241 **Effective Date:** 02/23/2024 at 12:01 A.M.

Named Insured: USG AS Holdings, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Products Completed Operations Coverage Form
Business Auto Coverage Form

It is agreed thirty (30) days' notice of cancellation will be given as respects the following certificate holder(s), except as respects non-payment of any premium, non-renewal, and/or per the First Named Insured's request:

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT

10 Days Non-Payment of Premium & 30 Days for All Other Reasons; non-cancellable except for non-payment of premium and non-compliance of serious safety recommendation(s).

The insurer will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities where thirty (30) days notice of cancellation is required by an "insured contract" but only with respects to an entity for which "you" are directly or indirectly performing "your work".

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will this failure result in obligation or liability of any kind upon the issuing insurer, its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, nor the cancellation of this policy or the effective date thereof.

The following definitions apply to this endorsement:

1. 'First Named Insured' means the named insured shown in the Declarations Page of this policy.
2. 'Insurer' means the insurance company shown in the header on the Declarations Page of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

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STARR INDEMNITY & LIABILITY COMPANY

A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 99 06 18 (Ed. 4-15)**

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

We agree to give thirty (30) days' notice of cancellation to the following certificate holder(s) in the event that we cancel the policy for any reason other than non-payment of premium:

SCHEDULE

PER LIST OF CERTIFICATE HOLDERS FURNISHED BY YOU

We will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities for which thirty (30) days' notice of cancellation is required by an "insured contract" but only with respect to an entity for which you are directly or indirectly performing your work.

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will such failure result in obligation or liability of any kind upon us, our agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, the cancellation of this policy or the effective date of cancellation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 02/23/2024 Policy No.: 100 0005268 Endorsement No.: 002

Insured: USG AS HOLDINGS, LLC Premium:

Insurance Company: STARR INDEMNITY & LIABILITY CO Countersigned by: Steve Bleiberg

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

AMENDMENT – 30 DAY NOTICE OF CANCELLATION FOR THIRD PARTIES

Policy Number: 1000026018241 **Effective Date:** 02/23/2024 at 12:01 A.M.

Named Insured: USG AS Holdings, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

Commercial General Liability Coverage Form
Products Completed Operations Coverage Form
Business Auto Coverage Form

It is agreed thirty (30) days' notice of cancellation will be given as respects the following certificate holder(s), except as respects non-payment of any premium, non-renewal, and/or per the First Named Insured's request:

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT

10 Days Non-Payment of Premium & 30 Days for All Other Reasons; non-cancellable except for non-payment of premium and non-compliance of serious safety recommendation(s).

The insurer will endeavor to provide advice of cancellation (the "Advice") to the certificate holders listed in the schedule by e-mail. Certificate holders include only those entities where thirty (30) days notice of cancellation is required by an "insured contract" but only with respects to an entity for which "you" are directly or indirectly performing "your work".

This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such Advice will neither extend the policy cancellation nor negate cancellation of the policy; nor will this failure result in obligation or liability of any kind upon the issuing insurer, its agents or representatives.

This endorsement does not affect, in any way, coverage provided under this policy, nor the cancellation of this policy or the effective date thereof.

The following definitions apply to this endorsement:

1. 'First Named Insured' means the named insured shown in the Declarations Page of this policy.
2. 'Insurer' means the insurance company shown in the header on the Declarations Page of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel

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APPROVED APPLICATOR CERTIFICATES

USG WATER SOLUTIONS

SOUTHEASTERN RESOURCES, INC.
INDEPENDENT REPRESENTATIVE OF TNEMEC COMPANY INCORPORATED

407 EAST MAPLE ST., SUITE 306, CUMMING, GA. 30040 TEL: 770-242-9605 FAX: 678-771-8693 WWW.TNEMEC.COM

Date: May 31, 2024

To: City of Bradenton, FL

From: Dean Drehoff

Subject: Tnemec Qualified Applicator

To Whom It May Concern:

Utility Service Co., Inc. (USCI) is a longtime Tnemec customer that has an excellent credit history with Tnemec. They have professionally trained crews (all possessing OSHA credentials), updated equipment, and their workmanship is unsurpassed.

USCI is a qualified Tnemec applicator that has been adequately trained in the handling, mixing, and application of all Tnemec products and systems. The full resources of the Tnemec Company are always available to USCI to provide any support or service they require.

Please note that I am the Tnemec manufacturer's representative in the State of Georgia. I started with Tnemec in 1989 and have been representing Tnemec within the State of Georgia since 1998.

If you—or anyone else—has any questions concerning USCI and its certification as an approved applicator, please do not hesitate to give me a call.

Respectfully Submitted,

Dean Drehoff

Dean Drehoff
Phone: (770) 242-9605
Email: ddrehoff@tnemec.com
Website: www.tnemec.com/ser

Allan C. Haynes
Water/Wastewater Specialist
5350 Rivers Ave
North Charleston, SC 29406
843-214-3265
allan.c.haynes@sherwin.com

Applicator Proficiency Approval

Sherwin-Williams has been in the coatings industry for over 150 years. Our high performing coatings, have been providing corrosion protection—as well as pleasing aesthetics for decades. The Sherwin-Williams lineup of products designed for water storage, will meet the intent of the Scope of Services required by the maintenance contract provided by Utility Service Co., Inc. (USCI).

I am proud to verify that USCI—of Perry, GA, meets or exceeds the proficiency required to properly prepare and apply Sherwin-Williams products, commonly specified for Interior and Exterior Water Storage Tanks. This includes but is not limited to:

- *Substrate evaluation and repair*
- *Surface preparation standards and requirements*
- *Product handling and mixing*
- *Verification of proper conditions for application*
- *Spray application and Wet Film Testing*
- *Sherwin Williams NSF Interior Lining Systems*

We offer our field technical support, and guidance to USCI and to the asset owner during installations of our materials. Thank you for considering both USCI and Sherwin-Williams.

Allan C. Haynes
The Sherwin Williams Company
Protective and Marine Division
NACE Coatings Inspector # 49026

WARREN ENVIRONMENTAL, INC

APPROVED APPLICATOR CERTIFICATE

This certificate is awarded to

UTILITY SERVICE CO., INC

In recognition that they have successfully completed the Approved Applicator Program To apply the Warren Environmental Systems. Furthermore; they have also demonstrated proficiency in the use of the patented application system developed by WARREN Environmental of Carver Massachusetts.

Jane Warren

Jane Warren, President

11/10/2011

Date: November 10,2011

WORKERS COMPENSATION EXPERIENCE MODIFICATION RATING (EMR)

USG WATER
SOLUTIONS

Aon Risk Services of Missouri, Inc.
4220 Duncan Avenue, Suite 401
St. Louis, MO 63110
(314) 721-5100

May 31, 2024

Subject: Utility Service Co., Inc. Experience Modification Rating (EMR)

To Whom It May Concern:

The National Council on Compensation Insurance (NCCI) has promulgated the Experience Modification for Utility Service Co., Inc. as follows:

Rating Effective Date	Experience Modification
02/23/2023	1.0
01/01/2022	0.67
01/01/2021	0.67
01/01/2020	0.78
01/01/2019	0.85

Sincerely,

Abbie Price

Abbie Price
Account Specialist
Aon Risk Services of Missouri, Inc.
Email: abbie.price@aon.com

USG WATER
SOLUTIONS

May 31, 2024

To Whom It May Concern:

This letter shall serve as an explanation as to why our Worker's Compensation Experience Modification Rating (EMR) is currently at 1.0.

Since our company was carved out of a global company earlier this year, we had to establish a new insurance program for our company. In the past, our policies were consolidated for all companies in North America, but now, we have a standalone insurance program—which commenced in February of 2023. Consequently, our EMR was reset to 1.0 because our carrier cannot give us credit for our previous claims history related to our former program. The prior years' EMR ratings are much more indicative of our performance, but the current year's EMR rating is reflected as 1.0. We look forward to a reduction in our EMR rating in the years to come; however—until then—we must restart at 1.0.

Please feel free to contact me via email at **rob.weaver@usgwater.com** if you have any questions regarding this information.

Sincerely,



Robert M. Weaver
Vice President of Environmental Health & Safety (EH&S) and Quality

TOTAL RECORDABLE INCIDENT RATE (TRIR)

USG WATER
SOLUTIONS

May 31, 2024

To Whom It May Concern:

This letter shall serve as a certified verification that Utility Service Co., Inc.'s Total Recordable Incident Rate (TRIR) for 2022 was 0.87. Attached is also a backup of our safety numbers and rates for 2020 through 2022—as well as our 2022 OSHA 300 Log.

Please feel free to contact me via email at **rob.weaver@usgwater.com** if you have any questions regarding this information.

Sincerely,



Robert M. Weaver
Vice President of Environmental Health & Safety (EH&S) and Quality

Utility Service Co., Inc.

Safety Numbers and Rates for 2020- 2022

		2020	2021	2022
	EMR (Experience Modification Rate):	0.78	0.67	0.67
	Number of employees	337	305	305
A	Number of employee hours worked in the year	742,757	680,367	693,367
B	Total number of OSHA recordable cases	3	2	3
C	Total number of OSHA recordable cases that resulted in Lost Work Days	0	0	0
D	Number of Fatalities	0	0	0
E	Calculate the LWDIR (Lost work day incident rate): Total of Line C X 200,000/Man-hours worked	0	0	0
F	Calculate the TIR (total incident rate): Total of line B X 200,000 / Man-hours worked	0.81	0.59	0.87
	DART Rate	0.539	0.294	0.288

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	7
(K)	(L)

Injury and Illness Types

Total number of...	(M)
(1) Injuries	3
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Establishment information

Your establishment name: Utility Services Co., Inc.

Street: 535 Courtney Hodges Blvd

City: Perry State: Georgi ZIP: 31069

Industry description (*e.g., Manufacture of motor truck trailers*)
Water Tank Rehab and Maintenance

Standard Industrial Classification (SIC), if known (*e.g., 3715*)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
238320

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 305

Total hours worked by all employees last year: 693,367.25

Sign here

Knowingly falsifying this document may result in a

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Rob Weaver Dir EMS
Company executive Title

478-988-5235 1/27/2023
Phone Date

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

USG WATER SOLUTIONS

USG Water Solutions

1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526–4413
https://usgwater.com/

AGENDA ITEM NO. 8.z

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFP-24-009MK Biosolids Hauling and Disposal Services

SUGGESTED ACTION: Authorize award and pursue a contract with Synagro Technologies, Inc.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On May 29, 2024, the City of Bradenton advertised Request for Proposal (RFP) #24-009MK Biosolids Hauling and Disposal Services. Notice of this RFP was made through DemandStar and an outreach email (1,268 vendors notified). 15 vendors viewed the solicitation and 4 vendors submitted proposals.

All bidders were deemed responsive by Purchasing. The Committee deemed all bidders responsible.

On July 3, 2024, a three-member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities and demonstrated experience, project approach, and compensation. Prior to scoring the evaluation committee elected to award the solicitation to the highest scoring proposer. After the committee members scored each proposer, Purchasing tallied all the committees scores and deemed Synagro Technologies, Inc. as the highest scoring proposer.

Synagro Technologies, Inc. having the highest score is recommended for award.

FINANCIAL IMPACT:
N/A - Financial impact will be included in the proposed contract that will be brought before Council once negotiations are completed.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille will be sent the contract for review once negotiated.

SUGGESTED MOTION:
Motion to authorize the award for RFP 24-009MK Biosolids Hauling and Disposal Services and to
pursue a contract with Synagro Technologies, Inc.

ATTACHMENTS:
24-009MK Notice of Recommended Award
Synagro Technologies, Inc. Completed Bid Package

NOTICE OF RECOMMENDED AWARD

SOLICTIATION #	24-009MK		**TYPE:**	Request For Proposals (RFP)	
SOLICITATION TITLE	Biosolids Hauling and Disposal				
PROCUREMENT SPECIALIST	Marcus Kerber				
ADVERTISED DATE	May 29th, 2024		**RESPONSE DATE**	June 26th, 2024	
NOTIFICATIONS	1,268	**VIEWS**	15	**RESPONSES**	4

RESPONDENTS		
VENDOR	**LOCATION**	**SCORE**
Synagro Technologies, Inc.	Middle River, MD	90
Merrell Bros., Inc.	Kokomo, IN	82
U.S Submergent Technologies	Sarasota, FL	78
Revinu, Inc.	Winter Haven, FL	68

RECOMMENDED AWARD

It is City of Bradenton's intent to initiate contract negotiations with Synagro Technologies, Inc. to provide biosolid hauling and disposal services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION

Erin Jones	Erin Jones	07/08/24
Purchasing Manager or Designee	Signature	Date

1092

Proposal to Provide Biosolids Hauling and Disposal

RFP 24-009MK

to the

CITY OF BRADENTON

Submitted on
June 26, 2024



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Section 8	Bid Pricing Form

Section 1 Letter of Interest

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

June 26, 2024
City of Bradenton
101 Old Main Street West
Bradenton, FL 34205

Re: Bid ID RFP- 24-009MK-0-2024/MAK Biosolids Hauling and Disposal

Letter of Interest

Dear Ladies and Gentlemen:

Synagro-South, LLC. (Synagro) appreciates the opportunity to respond to this RFP for Biosolids Hauling and Disposal and the prospect of providing our services to the City of Bradenton. We have provided for your review our completed bid package.

Synagro is North America's foremost provider of municipal biosolids and other organic residuals management services. Synagro has the knowledge, experience, and personnel to perform the work as required by the city.

With our prospective clients Synagro develops partnerships through which we seek to implement the most cost-effective, environmentally sound solutions to their residuals processing and beneficial use requirements. Synagro provides the flexibility and comprehensive services generators need, with guaranteed costs, 100% regulatory compliance, and excellence in operational performance. Because we do not own any proprietary process we aren't forced to

Synagro proposes to provide Biosolids Disposal primarily at two landfills. The back-up site will be Synagro's Charlotte County Bio-Recycling Center (CCBRC) in Punta Gorda, FL.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 33 states. We provide ongoing residuals management services to numerous water and wastewater treatment plants throughout Florida.

SYNAGRO

Synagro appreciates this opportunity. Should you have any questions regarding our submittal, please contact me at (813) 495-1060 cdebrunner@synagro.com. We look forward to hearing from you soon. Thank you.

Warm regards,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager

CD:ek

Section 2 Delegation of Authority

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SYNAGRO

March 10, 2023

Delegation of Authority

Emil Kneis

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.

Robert Preston
Director and President

Section 3 Information for Bidder (IFB) Documents

1100

Notice to Proposers **5/29/2024**

RFP# 24-009MK

Biosolids Hauling & Disposal

ADDENDUM #1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part I – Pertaining to the Solicitation Package: N/A

Part II – Pertaining to the Technical Specifications/Scope of Work: N/A

Part III – Responses to Questions:

Question 1:	**In the bid documents for the above referenced project, it speaks of a pre-proposal meeting on 6/5/24 but does not give the location. Is this going to be at the Bradenton WWTF?**
Answer 1:	Yes, a non-required pre-proposal meeting will be held at the City of Bradenton Wastewater Treatment Facility located at 1810 1st Street West in Bradenton, Florida at 2:30pm.

Approved by City:

Erin Jones

Erin Jones, NIGP-CPP, CPPB

Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

1101

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Notice to Proposers **6/19/2024**

RFP# 24-009MK

Biosolids Hauling & Disposal

ADDENDUM #2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposer are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part I – Pertaining to the Solicitation Package: N/A

Part II – Pertaining to the Technical Specifications/Scope of Work: N/A

Part III – Responses to Questions:

Question 1:	**Have the materials specified in the Scope of Work been tested for PFAS / PFOA or other 40 CFR 503 regulated substances? If, yes, id the City willing to share those results with the Bidder prior to the bid submission date?**
Answer 1:	No
Question 2:	**Section 6 of the General Terms and Conditions. Does this section cover should a change in law or permit condition materially effect the performance of the contract?**
Answer 2:	Yes

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Question 3:	**Contractor requests the addition of Section 40.5 Force Majeure / Uncontrollable Circumstances to the General Conditions of the contract. " 40.5 Relief for Force Majeure/Uncontrollable Circumstances; Change in Law Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); riot, insurrection; equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. "**
Answer 3:	No, force majeure is covered in our contract documents
Question 4:	**Contractor requests that Section 41.2 of the General Terms and Conditions be amended to include the following additional language; "City and Contractor agree in advance that if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases."**
Answer 4:	No

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Question 5:	**Contractor requests that Section 43.2 of the General terms and Conditions be amended to include the following language; "Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, City agrees to promptly pay any undisputed amounts."**
Answer 5:	No
Question 6:	**Contractor requests that Section 47 of the General Terms and Conditions be amended to include the following language; " Parties agree in advance that Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract. "**
Answer 6:	No
Question 7:	**Should City elect to renew the contract for any of the 4 available renewal periods, will the City agree in advance to an annual Consumer Price Index adjustment, based the United States Bureau of Labor Statistics CPI Index for the Geographic Area where the work is being performed?**
Answer 7:	City will consider CPI increases at each renewal period
Question 8:	**Will the City allow for a fuel price adjustment, commensurate with the Commensurate with the US Department of Transportation, Divisions and as published by the US Energy Information Administration (USEIA) for the Geographic region where the Work is being performed?**
Answer 8:	City will consider fuel price adjustments at each renewal period
Question 9:	**Are the four- 1 year possible extensions upon mutual agreement between both parties?**
Answer 9:	Yes
Question 10:	**Who is the current contractor?**
Answer 10:	H&H Liquid Sludge Disposal, Inc.
Question 11:	**What is the current price?**
Answer 11:	$52/wet ton

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Approved by City:

Erin Jones

Erin Jones, NIGP-CPP, CPPB

Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

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Request for Proposals (RFP)

RFP 24-009MK

Biosolids Hauling and Disposal

Issued by the City of Bradenton Purchasing Division
Proposals submittals to be received by:

2:30 pm on June 26, 2024

Pricing will be scored in this proposal

Date: 5/28/24

Notice to Contractor/Vendors/Proposers

Request for Proposals (RFP)

The City of Bradenton, a political subdivision of Florida, will receive proposals from qualified individuals, corporations, partnerships and other legal entities authorized to do business in the State of Florida to provide

RFP 24-009MK Biosolids Hauling and Disposal

The Due Date and Time for submission of Proposals in response to this RFP is **June 26, 2024 at 2:30 pm.** Proposals must be submitted via Demandstar*. Submittals shall be clearly marked:

RFP 24-009MK Biosolids Hauling and Disposal

Bid documents and technical specifications for this project are available from DemandStar* at (800) 711-1712 - www.demandstar.com . Vendors who obtain specifications and plans from sources other than DemandStar are cautioned that the bid package may be incomplete. The City may not accept incomplete bids. The City's official bidders list is obtained from DemandStar.

The City will be holding a non-mandatory pre-proposal meeting on **June 5, 2024 at 2:30 pm.**

The deadline to submit all questions, inquiries, or requests concerning interpretations, clarification or additional information pertaining to the Request for Proposals is **June 12, 2024.**

Respondents are encouraged to communicate any questions regarding this RFP by the deadline stated above. Questions should be sent in writing via email to Marcus.Kerber@bradentonfl.gov Questions and answers will be communicated to all respondents by issuing an addendum posted to https://www.demandstar.com The City reserves the right to modify this schedule at any time.

Sincerely,

Erin Jones

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager

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The Friendly City

REQUEST FOR PROPOSALS ("RFP") – PART I

RFP # 24-009MK

RFP TITLE: Biosolids Hauling & Disposal

1.0 PURPOSE

City of Bradenton, will receive proposals on the date indicated in DemandStar for the purpose of selecting a qualified proposer to provide hauling and disposal services for class "B" biosolids, for an initial one (1) year term, with four (4) additional, one (1) year renewals. Proposers are required to comply with Part II, Scope of Services.

2.0 PROPOSER

2.1 For the purpose of this RFP, the term "Proposer" is defined as the legal entity submitting a proposal.

2.2 Proposers intending to submit an offer as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Proposer.

3.0 QUALIFICATIONS

3.1 The Proposer must demonstrate experience providing hauling and disposal services over the past seven (7) years.

3.2 The Proposer must be a licensed business organization registered, with the State of Florida, at the time of submittal.

4.0 RFP SCHDEDULE

An anticipated schedule is provided below. This schedule is subject to change at any time. All public meetings will be posted on DemandStar and the City's web-page under the Government Calendar. Short-listed Proposers should be prepared to attend presentations and/or interviews either in person or virtually, at the City's discretion.

Evaluation Meeting	07/03/2024
Presentations by Short-Listed Proposers	07/11/2024
Notice of Recommended Award	07/24/2024
Contract Award	August 2024

5.0 PRE-PROPOSAL CONFERENCE

5.1 All conferences will take place at the time, date and location specified in DemandStar.



☒ A non-mandatory pre-proposal meeting is scheduled

5.2 Failure by a Proposer to attend a mandatory pre-proposals conference or site visit will result in their proposal being considered non-responsive.

5.3 When applicable, Proposers are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed here.

5.4 Questions asked at a pre-proposal conference will be formally answered via an addendum. Proposers shall not rely on oral communication.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Proposal must be submitted electronically in DemandStar* eBidding no later than the bid end date specified in DemandStar. DemandStar will not accept any submittals past the due date and time. Proposals submitted by any other method will not be accepted. The City assumes no responsibility for any Proposals received after the bid end date. Late submittals will not be accepted.

6.2 Proposals submitted cannot be viewed by anyone other than the Proposer until the official bid opening occurs. Submitted proposals will be made public in accordance with Florida Public Record laws found in Chapter 119.071(b)2, Florida Statutes.

7.0 SUBMITTAL FORMS

7.1 **Electronic Forms** - The forms below are provided in Appendix A to this RFP. Failure to complete and submit any of the forms listed below with a submittal may cause a Proposer to be declared non-responsive.

7.1.1 **Response Form**

7.1.2 **Interest in Competitive Bid Form**

7.1.3 **Non-Collusive Form**

7.1.4 **Public Entity Crimes Form**

7.1.5 **Negligence or Breach of Contract Form**

7.1.6 **Drug Free Workplace Form**

7.1.7 **Certification Regarding Scrutinized Companies**

7.2 **Documents** – In addition to the forms listed above proposals must include the documents below. Failure to provide any of the below documents with a submittal my cause a Proposer to be deemed non-responsive.

7.2.1 **Letter of Interest** – Provide a single page Letter of Interest

7.2.2 **Licenses and Certifications** – Provide copies of required licenses and certifications as listed in Section 3.0 of the solicitation.

7.2.3 **Resumes** of Key Personnel demonstrating the minimum and preferred qualifications as outlined above.

7.2.4 **Experience**

Provide a brief history of the firm, including number of years in business, pertinent capabilities and evidence and resources necessary to successfully provide the services requested.

7.2.5 **Customer List**

Provide a complete list of customers who have been provided services, in the last seven (7) years, similar to the scope of services described in this RFP. At a minimum, customer list should include customer name, brief description of services provided, contract start and end dates, dollar value of contract, name, email, and telephone number of a contact person who can verify information.

7.2.6 **Project Approach**

Provide a detailed project approach, including the proposed strategy for providing the services requested. Anticipated resources, including staffing levels, technology and equipment should be provided.

7.2.7 **Compensation**

Provide proposed compensation using the method or methods check below.

☒ Complete provided Fee Schedule

8.0 EVALUATION

8.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the City.

8.2 Prior to scoring the proposals, the Evaluation Committee will determine if presentations are required. The number of Proposers to be short-listed for presentations will be determined prior to scoring.

8.3 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in Section 9.0 of this solicitation.

8.3.1 If presentations are not requested, the Committee will recommend the highest scoring Proposer for award.

8.3.2 If presentations are requested, the Committee will rank the short-listed Proposers, at the second evaluation meeting, and recommend the first ranked Proposer for award.

9.0 SCORING AND EVALUTION CRITERIA

9.1 Proposals will be evaluated based on price, quality and service, using the evaluation criteria below.

CRITERIA	DESCRIPTION	DOCUMENT SECTION	MAXIMUM POINTS
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE	Experience and qualifications of the Proposer. Experience and qualifications of the professional personnel assigned to the Project Team. Past performance providing similar scopes of services.	7.2.1 7.2.2 7.2.3 7.2.4	35
PROJECT APPROACH	Completeness and clarity of the Proposer's approach to providing the proposed scope. Ability of the proposed approach to accomplish the City's objectives.	7.2.5 7.2.6	40
COMPENSATION	Proposed Fees	7.2.7	25
MAXIMUM TOTAL POINTS			**100**

10.0 AWARD

10.1 It is the intent of the City to award contract(s) to the Proposer(s) who, in the sole opinion of the City are most qualified to perform the scope of services required. Proposers may bid on one or multiple disposal methods to be considered responsive.

10.2 The successful Proposal shall be required to submit proof of licenses or certifications as required by the City.

11.0 CHANGES IN PROJECT TEAM



REQUEST FOR PROPOSALS ("RFP") – PART I

Any changes in the project team of a short-listed firm should be brought to the attention of the City as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement Analyst identified of the Solicitation Summary.

PART II
SCOPE OF SERVICES

I. OVERVIEW

A. The City of Bradenton (City) is seeking a qualified and properly licensed Contractor to provide hauling and disposal services (Work) of thickened and dewatered domestic biosolids (sludge). The referenced biosolids are generated by the City of Bradenton Wastewater Treatment Facility (WWTF), which is located at 1810 1st Street West in Bradenton, Florida.

B. Biosolids generated by the City meet the criteria for Class "B" as defined by *[62-640 F.A.C.]* The Work requires the transport of one (1) to two (2) trailer loads per day. The City generates an estimated annual total of 8,000-wet tons of sludge. The Contractor shall supply vehicles and trailers, with drivers to facilitate the removal, hauling and disposal of biosolids.

C. The City is seeking proposals that consist of one or more of the following disposal methods:

1. Land-Spreading;
2. Landfilling;
3. Composting;
4. Incineration;
5. Heat Drying;
6. Other methods as specified by the Contractor that are in compliance with *62-640 F.A.C., 40 CFR Part 503* and all additional applicable Federal, State and Local regulations.

II. GENERAL REQUIREMENTS

A. The Contractor shall provide the following:

1. Hauling and disposal of an annual estimated quantity of 8,000-wet tons of sludge from the WWTF. Hauling shall consist of seven (7) to ten (10) full trailers per week, with each trailer containing approximately 20 to 25-wet tons of sludge.
2. Three (3) large capacity, leak-proof trailers, with covers will be needed for biosolids hauling, with two (2) trailers remaining on-site at any given time to be positioned for loading by the City.
3. The tare weight of the trailers shall be certified by a Public Weighmaster Certificate of Weights and Measures and provided to the WWTF Compliance Coordinator upon contracting with the City. If one (1) or more trailers are deemed unserviceable by the Contractor or the City during the course of the Work, the replacement trailer(s) shall be subject to the same certification.
4. The Contractor shall provide vehicles with drivers to remove the loaded trailers from the WWTF on an on-call basis.
5. It shall be the responsibility of the Contractor to ensure that all equipment selected by the Contractor to perform the Work is compatible with the WWTF loading area.
6. The Contractor shall employ drivers with properly credentialed commercial drivers' licenses (CDL), and possess all necessary equipment required for the performance of the Work.

PART II
SCOPE OF SERVICES

7. The Contractor shall be fully responsible for the removal, hauling and disposal of sludge in accordance with all Local, State and Federal Regulations.

8. If the Contractor is found to be in violation of improper disposal of the sludge by the Florida Department of Environmental Protection (FDEP) or any other Federal, State or Local Regulatory Agency, any and all fines or damages shall be paid, and/or rectified by the Contractor.

9. The Contractor shall provide a written plan for emergency services, and shall be available and respond verbally within 30-minutes. Upon response, emergency services shall be arranged and implemented immediately.

10. Normal hauling days/times are 4:00 AM to 8:00 PM, Monday through Friday and 5:00 AM to 3:00 PM Saturday and Sunday, including holidays. This does not preclude expanded or reduced hours of operation due to plant conditions.

11. The Contractor shall haul loaded trailers for disposal within 24-hours of notification from the City, and no later than 48-hours after notification from the City.

III. DEVELOPMENT OF BIOSOLIDS TREATMENT & DISPOSAL PLAN

A. The Contractor shall provide a detailed written plan which shall serve to identify the methods that shall be utilized to remove, transport, and dispose of sludge generated at the City of Bradenton WWTF. This plan shall be used to verify compliance with these bid specifications.

B. The Contractor shall submit a Treatment Facility Biosolids Annual Summary to the FDEP Southwest District Office using Department Form *62-0.210(2)(b)*. The summary shall include all biosolids shipped during the period January 1 through December 31 and shall be submitted to the FDEP by February 19 of the year following the year of application *[62-640.650(5)(c)]*. Three (3) copies of this report shall be submitted to the WWTF.

C. The Contractor shall provide the City with detailed monthly disposal records in accordance with the Contract. The format of these disposal records shall be consistent with the Treatment Facility Biosolids Annual Summary (excluding analytical data).

IV. HAULING REQUIREMENTS

A. All trailers are required to be fully loaded prior to being released for transport and disposal.

B. Hauling ticket manifests for the preceding trailer load, including Certified Automated Truck (CAT) Scale tickets or an equivalent Public Weighmaster Certificate of Weight and Measure shall be provided prior to leaving the WWTF for the hauling of the next trailer load.

C. Hauling forms shall be developed by the Contractor and approved by the City prior to usage. The forms shall contain the following:

1. Date and time leaving the WWTF;

2. Amount of sludge shipped (wet tons);

3. Name and ID Number of permitted disposal site;

4. Class of biosolids shipped;

5. Signature of certified WWTF operator or designee;

6. Signature of hauler and name of Contractor (preferably on company letterhead); and,

7. A statement to be certified by the City [This certifies that the wastewater residuals have been properly treated and stabilized according to *62-640 F.A.C.* and *40 C.F.R., Part 503].* In addition, the following signatory certifies that this is a full trailer load.

Contractor/Disposal Site:

1. Date and time received;

2. Name and ID number of permitted disposal site;

3. Signature of hauler; and,

4. Signature of site manager (if not the Contractor).

D. Incoming trailers shall be clean and free of residual materials and malodors from previous hauling. If a trailer contains materials that reduces its effective capacity or is emitting foul or nuisance odors, the Contractor shall immediately remove the trailer from the WWTF. The trailer shall be cleaned at the expense of the Contractor, or a suitable replacement shall be provided by the Contractor.

E. The City reserves the right to reject any vehicle that in the sole judgment of the City is deemed unsuitable, at which time the Contractor shall provide a backup vehicle at no cost to the City.

F. When a breakdown causes a vehicle to be removed from normal service, the Contractor shall supply a back-up vehicle that meets all criteria set forth in this document.

V. TRANSPORTATION

A. The Contractor shall be fully responsible for the transportation of sludge in accordance with all regulatory requirements including the Florida Department of Transportation and the Occupational Safety and Health Administration, as required.

B. General requirements for the hauling of sludge are that the trailers must accommodate 20 to 25-wet tons of biosolids and have watertight bodies, and be properly equipped and fitted with seals to prevent spillage or leakage. Vehicles shall be properly maintained and operated to assure the safe transport from the WWTF to the disposal site. It shall be the Contractor's responsibility to ensure that the Contractor's equipment is compatible with the City's loading area.

C. The Contractor, on a daily basis shall provide the vehicles, drivers and other equipment and personnel necessary to meet the removal and disposal requirements of the City, the FDEP and any other applicable regulatory agencies.

D. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the City harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.

E. The Contractor shall obtain and maintain in good standing all necessary Local, Regional, State and Federal permits and licenses to transport sludge from the City to the disposal site.

PART II
SCOPE OF SERVICES

F. The City, shall provide a parking area for empty trailers at the WWTF.

G. The City, at its discretion, may provide a parking area for Contractor's vehicles if the Contractor so desires. The City, however, assumes no liability for said vehicles, which at all times shall be under the sole insurance of the Contractor.

H. The Contractor shall not use City property as a work area to repair or service vehicles or for sludge storage, except as mutually agreed upon by the Contractor and the City.

VI. SPILLS AND MITIGATION

A. The Contractor shall bear all responsibility for the cleanup of any spill that occurs during the transportation of sludge.

B. The Contractor shall be responsible for the immediate notification to the City should any spill occur which violates any conditions as contained herein, or any jurisdictional regulations. The cleanup of any sludge, which is spilled or discarded at any location other than the site authorized for that purpose, including the WWTF, shall be the sole responsibility of the Contractor and conducted by the Contractor's expense, in accordance with all applicable laws, including, but not limited to, notifying the appropriate authorities and submitting all regulatory documentation.

C. Should the Contractor fail to satisfactorily and expeditiously cleanup any spill which may occur on WWTF premises, the City reserves the right to cleanup such spill, or arrange for its cleanup, and shall charge all costs thereof or related thereto back to the Contractor. Additionally, any penalties incurred, as a result of any such spill shall be charged to the Contractor.

CITY OF BRADENTON

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1. SUBJECT TO THESE TERMS

All Offers submitted are subject to the terms and conditions specified herein (the "Terms and Conditions"). Offers which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedents set forth in Section 3 below.

2. DEFINITIONS

2.1. *City* shall mean City of Bradenton

2.2. *Offer* shall mean the response submitted by an offeror to the City's solicitations

2.3. *Offeror* shall mean the legal entity or individual submitting an Offer to the City in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm proposer, vendor or contractor.

2.4. *Solicitation* shall mean a document or documents released by the City of Bradenton for the purpose of obtaining goods or services. Solicitation shall be considered the same as an Invitation to Bid (ITB), Request for Proposal (RFP) or any other title designated by the City to solicit goods or services.

2.5. *Evaluation Committee* shall mean those individuals approved by the City Administrator, or designee, to evaluate Offers.

3. ORDER OF PRECEDENTS

3.1 If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENTS will apply:

3.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"

3.1.2 City of Bradenton Procurement Code and Ordinances

3.1.3 Special Conditions and Supplemental Instructions

3.1.4 Detailed Scope of Work

3.1.5 These Terms and Conditions

4. AVAILABILITY OF DOCUMENTS

4.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

4.2. It is solely the responsibility of each Offeror to ensure they have obtained current copies of all documents issued by the City in relation to any Solicitation.

4.3. Only documents obtained directly from DemandStar (www.demandstar.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

5. CLARIFICATION & ADDENDA

5.1. Any inquires, suggestions or requests concerning interpretations, clarification or additional information pertaining to the Solicitation shall be made in writing, submitted and received by the City's Purchasing Division no later than the deadline specified in the solicitation.

5.2. The posting of an addendum in DemandStar is the only official method whereby interpretations, clarifications or additional information will be provided. It shall be the responsibility of each Offeror, to visit DemandStar and determine if addend were issued and to make sure any such addenda are a part of the Offer.

5.3. The City shall not be responsible for oral interpretations or representations made by City employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum and posted on DemandStar.

5.4. By submitting an Offer, Offerors acknowledge receipt of any and all issues addenda, and agree to the provisions of each.

6. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in the Solicitation prior to delivery, it shall be the responsibility of the Offeror to immediately notify the Purchasing Division in writing, indicating in such notice the specific regulation requiring an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the resulting contract at no further expense to the City

7. PUBLIC MEETINGS

Notice of any public meeting pertaining to the Solicitation shall be posted on the City calendar.

8. RESPONSIVENESS TO SOLICITATION REQUIREMENTS

8.1. To be responsive, an Offeror shall submit an Offer that conforms in all material respects to the requirements set forth in the Solicitation.

8.2. Failure to submit the required forms and information in the manner specified may result in the Offer being found non-responsive, at the sole discretion of the City.

8.3. Offerors are required to submit pricing on forms supplied by the City. Offers, may be deemed non-responsive if required forms are not used and duly sign by an authorized representative of the Offeror.

8.4. The City objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents attached as part of the Offer, that are inconsistent with these Terms and Conditions. In submitting an Offer, Offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the Terms and Conditions, including those specifying information that must be submitted with an Offer, shall be ground for rejecting an Offer.

9. QUALITY GUARANTEE

9.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.

9.2. If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the Offeror shall pick up the product of the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Offeror shall refund the City any money which has been paid for same.

10. RESPONSIBILITY

10.1. To be responsible an Offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The City reserves the right to make such investigations as it deems necessary to determine the ability of any Offeror to deliver the goods or services requested in accordance with the Solicitation documents to City's satisfactions within the prescribed time.

10.2. The Offeror shall provide information the City deems necessary to make this determination. Such information may include, but not limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.

10.3. The City may review any scope of work with an Offeror before accepting the offer. Before award of a resulting contract, the Offeror shall furnish to the City an analysis of its prices, if requested to do so.

11. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS

11.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

11.2. Trade Secrets – To the extent Offeror desires to maintain the confidentiality of materials deemed "trade secrets" pursuant to Florida law, such material must be segregated from the portions of the Offer that are not being declared as "trade secrets." In addition, Offeror shall cite, for each trade secret being claimed on each relevant page, the Florida Statute which supports the designation. Further, Offeror shall offer a brief written explanation as to why information claimed as trade secret fits the cited statute number.

11.3. Solicitation Opening

11.3.1. To the extent required by law, the opening of the Offers shall be publicly opened on the date and at the time specified on the Solicitation. It is the Offeror's responsibility to assure that the Offer is delivered at the proper time and place for the opening. Offers, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. An Offer may not be altered after the opening of the Offers.

11.3.2. All Offer documents shall be submitted in writing, signed by the Offeror or the Offeror's duly authorized agent, and shall be submitted as instructed on page one prior to the date and time scheduled for the opening of Offers.

11.3.3. The Purchasing Manager, or designee, shall publicly open, in the presence of a witness, all Offers at the time and place specified in the Solicitation.

11.4. An Offeror may withdraw an Offer any time prior to the opening of the Solicitation. After Solicitations are closed, but prior to award of the contract by the City Council or City Administrator, the City Administrator, or designee, may allow the withdrawal of an Offer because of the mistake of the Offeror in the preparation of the Offer. In such circumstance, the decision of the City Administrator, or designee, to allow the Offer withdrawal, although discretionary, shall be based upon a finding that the Offeror, by clear and convincing evidence, has met each the following four conditions:

11.4.1. The Offeror acted in good faith in submitting the Offer,

11.4.2. The mistake in the preparation of the Offer was of such magnitude that to enforce

compliance by the Offeror would cause a severe hardship on the Offeror,

11.4.3. The mistake was not the result of gross negligence or willful inattention by the Offeror; and

11.4.4. The mistake was discovered and was communicated to the City prior to the City Council or City Administrator formally awarding the resulting contract.

12. SOLICITATION EXPENSES

Offeror shall bear all costs and expenses incurred in developing, preparing, and submitting an Offer. This includes any expense related to demonstrations or the providing of sample materials or items requested by the City.

13. IRREVOCABLE OFFER

As indicated above, any Offer may be withdrawn until the date and time set for opening of the Offers. All withdrawals must be requested in writing via email or letter. Any Offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days, unless specifically provided by the Solicitation, in which event that time period will prevail.

14. TIE BREAKING

14.1. ITB Tie Breaking Procedures

14.1.1. When two or more Offers for goods or services are determined to be equal with respect to price, quality and service, the Offer received from the business that certifies it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes, shall be given preference in the award process. If all of the tied Offerors have certified that they are drug-free workplaces, award shall be determined by coin toss conducted by the Purchasing Manager before at least one witness.

14.2. RFP Tie Breaking Procedures

14.2.1. In the event of any tie (in the ranking criteria) the following may take effect:

14.2.2. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

14.2.3. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings and both Offerors have certified it has implemented a drug-work place program pursuant to Section 287.087; Florida Statutes, award shall be determined by a coin toss conducted by the Purchasing Manager before at least one witness.

15. INSURANCE

Before performing any services, awarded Offeror shall procure and maintain, during the life of the resulting contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."

The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

Workers' Compensation/Employers Liability:

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

Commercial General Liability.

The limits are to be applicable only to services performed under the Agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida shall be specifically named as additional insured on the Commercial General Liability Policy.

Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Business Auto Policy.

ADDITIONAL OR OPTIONAL INSURANCE (Depends on project requirements.)

Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

Liquor Liability

All awarded Offerors serving alcohol as part of the scope of the Solicitation will be required to obtain Liquor Liability insurance.

Miscellaneous Insurance

All other types of insurance as required by the scope of work or specifications.

Professional Liability

If applicable, in the minimum amount of $1,000,000.

Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out a resulting contract, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

Contractor/vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract including, but not limited to, all hazardous materials identified under a resulting contract.

Asbestos Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract.

Disposal

When applicable, the awarded Offeror shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

Hazardous Waste Transportation

When applicable, the awarded Offeror shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number.

The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to a resulting contract;

b. Theft coverage;

c. Waiver of Occupancy clause endorsement;

d. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

e. Maximum deductible clause of $50,000 each claim.

Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

Complete Policies:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the awarded Offeror, renewal certificates of insurance and required copies of policies shall be furnished by the awarded Offeror and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the awarded Offeror for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the awarded Offeror or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

By way of its execution of the resulting contract, awarded Offeror:

a. Represents that awarded Offeror maintains, and will maintain during the term of the resulting contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the awarded Offeror to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting contract, which may result in immediate termination.

Certification Requirements – In order for the certificate of insurance to be accepted it must comply with the following:

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: 24-009MK

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Attn:Purchasing

16. SUNBIZ

All Offerors shall be registered under the State of Florida to perform the services required in the Solicitation. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing an Offeror as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org.

17. RESERVED RIGHTS

17.1 The City reserves the right to accept or reject any or all Offers, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request clarifications or additional information from Offerors.

17.2 The City reserves the right to accept all or any part of the Offer and to increase or decrease quantities to meet additional or reduced requirements of the City.

17.3 Any sole Offer received by the submission date may or may not be rejected by the City Administrator or designee. In the event the City rejects the sole Offer, it may elect to negotiate with any responsible provider.

17.4 The City Administrator or designee, reserves the right to cancel a Solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.

17.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the Specifications.

17.6 Unless otherwise stated in the Solicitation, any resulting contract resulting from the Solicitation are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in the Solicitation through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City's Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

17.7 The City reserves the right to correct formula errors on forms provided by the City for use by the Offeror.

17.8 After award of the Solicitation, the City reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the City may negotiate justified adjustments such as price, terms, etc., to this contract when the City, in its sole judgment, considers such adjustments to be in the best interest of the City. The City may or may not require the prospective Offeror to participate in negotiations and to submit additional technical information or other revisions to their Offer as may result from the negotiations.

17.9 If a resulting contract is terminated, the City reserves the right to go to the next lowest responsive Offeror with the balance of the resulting contract, unless otherwise stated in the Solicitation.

17.10 The City reserves the right to refuse to award to any Offeror based upon prior contractual relationships between that Offeror, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the Offeror or, a substantially related person or entity, has had its contractual relationship with the City terminated or issued notice of default within three (3) years of the date of the issuance of the Solicitation.

17.11 Any awarded Offeror or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the Consultant or subcontractor.

18. CONTACT WITH CITY STAFF

18.1 After the issuance of the Solicitation, prospective Offerors or any agent, representative or person acting at the required of such Offer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent, or employee of the City, including members of the Evaluation Committee, other than the Purchasing Manager or Purchasing Analyst named in the Solicitation. Failure to comply with this provision may result in the disqualification of the Offer, at the option of the City.

18.2 This prohibition begins with the issuance of any solicitation and ends upon issuance of a purchase order or execution of a resulting contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the Offeror being considered non-responsible.

18.3 Notwithstanding the forgoing, during the negotiation period, Offeror may communicate with those members of the City staff, consultants, or third parties designated by the City.

19. COLLUSION

19.1 By submitting an Offer to a Solicitation, the Offeror certifies that it has not divulged to, discussed or compared its offer with other Offerors and has not colluded with any other Offeror or parties to the Offer whatsoever.

19.2 An offer may be disqualified if an offeror submits more than one Offer or if there is evidence of collusion.

20. RESULTING CONTRACT

20.1 Any resulting contract may, at the sole discretion of the City, contain provisions that differ from the terms of the Solicitation.

20.2 The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

20.3 In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

21. APPLICABLE LAWS

21.1 Prior to entering into a resulting contract with the City, an Offeror must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with Offer, but is not required.

21.2 Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all Offers received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an Offer hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any Offeror shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the City shall be in accordance with but not limited to:

21.2.1 City Administrative Regulation and Ordinances
City of Bradenton Procurement Ordinance 2-237

21.2.2 Florida State Statues

21.2.1 Chapter 287, Florida Statutes, Procurement of Personal Property and Services.

21.2.2 Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed Offers received by the City. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after Offer opening whichever is earlier.**

21.3 It shall be the responsibility of the Offeror to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply. The Offer shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state, or local law as requested by the City. The awarded Offeror shall be required to submit proof of all licenses and/or certifications required by the City upon request.

22. CONTRACT FORMS

22.1 Any agreement, contract, or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the City.

22.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

23. TAXES

The City does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. The exemption number will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property purchased by awarded Offeror for their use in the performance of a resulting contract based on the Solicitation. Nothing herein shall affect the Offeror's normal tax liability. The City reserves the right, at the City's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

24. ERRORS AND OMMISSIONS

24.1 In the event of multiplication/addition error(s), the unit rate shall prevail. Written prices shall prevail over figures where applicable. All Offers shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

24.2 Approval by City of the awarded Offeror's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the awarded Offeror for the accuracy and competency of the awarded Offeror's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the awarded Offeror's work product shall not be deemed to be an assumption of acceptance of drawings, specifications or other documents prepared by the awarded Offeror for the project. After acceptance of the final plans by the City, the awarded Offeror agrees, prior to and during the construction of the project, to perform such awarded Offeror services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the awarded Offeror r pertaining to the project.

25. TRUTH-IN-NEGOTIATION COVENANTS

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four, that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage

rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

26. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit an Offer to provide any good or services to a public entity; may not submit an Offer with a public entity for the construction or repair of a public building or public work; may not submit an Offer to lease real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

27. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

27.1 In accordance with Florida State Civil Rights Act of 1992.

27.2 An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.)** may not submit an Offer to provide goods or services to a public entity, may not submit an Offer with a public entity for the construction or repair of a public building or public work, may not submit an Offer on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27.3 The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

27.4 It is the policy of the City to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on- the-job training.

28. ROYALTIES AND PATENTS

The Offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the City harmless from loss on account thereof, including costs and attorney's fees.

29. PURCHASING COOPERATIVE

It is the intent of the Solicitation to include requirements and to obtain Offers on behalf of the City of Bradenton and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from the Solicitation. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing

laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City will not be financially responsible for the purchases of other entities from this solicitation.

30. NON SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified, shall be **FOB-Destination**.

31. FUNDING

31.1 The Solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Solicitation. The City shall provide prompt written notice to the awarded Offeror that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of the Solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the Solicitation.

31.2 For any Solicitation involving the Department of Transportation, the City ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the City. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

32. SUBCONTRACTING

32.1 Offeror shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Offeror.

32.2 Offeror shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Offeror shall be solely responsible for the means, methods, techniques, sequences and procedures. All work performed for Offeror by a subcontractor or supplier will be pursuant to an appropriate agreement between Offeror and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the contract documents for the benefit of City. Offeror shall be fully responsible to the for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Offeror is responsible for Offer's own acts and omissions.

33. TRAVEL EXPENSE

Travel expenses shall not be reimbursed by the City, unless specifically authorized in the Solicitation.

34. PUBLIC RECORDS

Offeror acknowledges that all information contained within its offer is a public record, as defined in Chapter 119, "Public Records", of the Florida Statutes. No information should be labeled confidential unless exempted under said laws. The awarded Offeror may be subject to the provisions of Chapter 119, Florida Statutes, and resulting contract will contain required provisions from Chapter 119.0701.

35. CHANGES (IF APPLICABLE)

35.1 Increases in the scope of work that require a change in time and/or pricing will be submitted as follows:

35.1.1 The City may authorize minor variations from the requirements of the contract documents which do not involve an adjustment in the contract/task order price or the contract/task order time and are consistent with the overall intent of the contract/task order documents.

NONE 35.1.2 Continuing services contract that are being completed through a task order will require supplemental agreements. This will include the submittal of an explanation of the additional scope and cost. This will include clarification of the scope of work and schedule. Adjustments to price or time of the task order will be submitted in a proposal format. This additional scope must be similar in nature to the original task order. The total cost of the task order cannot exceed $200,000.00. Further, construction cost cannot exceed $2,000,000.

35.1.3 Project specific contracts will require a supplement or amendment to the contract that must be approved by the City Council.

35.2 The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the rates for the specific item of work with no additional charges allowed for the change in quantity. All rates for services of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit pricing.

35.3 A change in quantities whether greater than or lower than the original contract quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the task order or contract to reflect the new total quantity of each item. Each proposal for change order shall list both the reduction in quantity of deleted scope and increased quantity of added scope.

35.4 Changes in contract/task order time must be justified to included but not limited to:

35.4.1 Owner changes to scope.

35.4.2 Additional scope discovered during BODR or preliminary design.

35.4.3 Failure on the City's behalf to review scope or plans in a timely manner.

35.4.4 Delays by others, such as utility companies, may not necessarily be compensated by the City and the contractor may need to seek compensation from the third party for the delay.

36. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the awarded Offeror for correction and resubmission. The awarded Offeror shall not perform any service or provide products until they have been issued an approved purchase order.

37. TIME EXTENSION AND CONTINUATION OF WORK

37.1 Time Extension

37.1.1 The City may extend a resulting contract up to one hundred eighty (180) days beyond the expiration date of the resulting contract. The rates in effect on the last day of the resulting contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

37.2 Continuation of Work

37.2.1 Any work that commences prior to and will extend beyond the expiration date of the resulting contract period shall, unless terminated by mutual written agreement between the City and the awarded Offeror, continue until completion at the same rates, terms and

conditions. This must be approved in advanced by the Purchasing Manager, or designee.

38. RIGHT TO AUDIT

The awarded Offeror shall maintain such financial records and other records as may be prescribed by the City of Bradenton or by applicable federal and state laws, rules, and regulations. The Offeror shall retain these records for a period of five (5) years after final payment, or until they are audited by the City of Bradenton, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the City of Bradenton, its designees or other authorized bodies.

39. E – VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Offeror hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Offeror further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the resulting contract. The Offeror hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of the resulting contract. If the Offeror has a contract terminated by a public employer for any such violation during the term of the resulting contract, it shall provide immediate notice thereof to the City.

40. CONTRACT ADMINISTRATION AND SITE REVIEW

40.1 The Offeror shall carefully examine the site of the work and the Solicitation documents for the work contemplated, and it will be assumed that the Offeror has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the Solicitation documents. The Offeror shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve an awarded Offeror of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their Offer. Resulting contracts may have more than one department or entity participating. Each participant will issue its individual purchase order and will be billed separately.

40.2 Ownership of Documents

All plans, specifications, repots, and any other documents developed under any contract resulting from this solicitation shall become the property of the City of Bradenton and may not be re-used by the Offeror without the City's permission. This includes any electronic versions, such as CAD or other computer aided drafting programs.

40.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

40.3.1. **Single Project**

All single (one time bid or RFP) projects will have a Notice to Proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The NTP letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP letter and the Date in which work is to start can be no more than 30 days, unless otherwise approved by the Purchasing Manager, or designee.

40.3.2. **Continuing Services**

A continuing service contract with a task order $50,000.00 or less will use the purchase order as the NTP. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal NTP must be issued by the Purchasing Division.

40.4. Work Progress and Delays

The City Administrator shall be entitled at all times to be advised in writing, at their request, as to the status of work being done by the successful Offeror and the details thereof. In the event the successful Offeror cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Administrator shall grant to the successful Offeror, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Administrator shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

41. TERMINATION OF CONTRACT

The City reserves the right to terminate any contract, at any time, with or without cause.

41.1 Termination for Default

Awarded Offeror acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the resulting contract, are material inducements to City entering into the resulting contract. Should awarded Offeror fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Administrator, or designee, shall give written notice thereof to awarded Offeror specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Offeror makes a good faith effort by taking steps to substantially cure the default, the City Administrator, or designee may grant awarded Offeror additional time to cure such default as he/she deems warranted in his/her sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Administrator, or designee, may terminate the resulting contract, by written notice of termination, said notice specifying the time and date of termination.

41.2. Termination for Convenience

The performance of work under the resulting contract may be terminated by the City Administrator, or designee, in whole or in part whenever the City Administrator, or designee, determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the awarded Offeror of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the resulting contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Offeror shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

41.3 Payment and Ownership of Documents upon Termination

In the event of termination of the resulting contract, the awarded Offeror shall cease work and shall

deliver to the City all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The awarded Offeror shall reimburse the City for any stored items that the City has previously purchased. City shall upon delivery of the aforesaid documents, pay the awarded Offeror as full payment for its services hereunder, a sum of money equal to the percentage of the work done by awarded Offeror and accepted as satisfactory by the City.

41.4 Waiver

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the awarded Offeror, should not be deemed to be a waiver of any default or breach by the City.

42. INDEMNIFICATION

42.1 For all awarded contracts other than for construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), Florida Statute respectively, the following indemnification requirements apply:

The awarded Offeror shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the awarded Offeror arising out of or in any way connected with the awarded Offeror or subcontractor's performance or failure to perform under the terms of any resulting contract results from the Solicitation.

42.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), Florida Statutes, the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extend caused by the negligence, recklessness or intentional wrongful misconduct of the awarded Offeror and persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

42.3 For design professional services, as defined by Section 725.08(1), Florida Statutes, the following indemnification requirements apply:

Pursuant to Section 725.08(1), Florida Statutes the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses, and costs including but not limited to, reasonable attorney's fees, to the extend caused by the negligence, recklessness, or intentionally wrongful conduct of the awarded Offeror and other persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

43. PRICES, TERMS, AND PAYMENTS

43.1 Mistakes

Offerors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk in case of mistake in extension; the unit price will govern.

43.2 Invoicing and Payment

Offers shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the awarded Offeror's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

43.3 Payments Based on Percentage Markup

Contracts or task orders that are awarded and which include or provide for a percentage markup on goods or services purchased will require the awarded Offeror to submit the wholesale invoice with the invoice and which include or provide a list of goods or services purchased in order to verify the correct markup percentage was applied.

43.4 Additional Quantities-Lump Sum and Unit Pricing Contracts

The City and awarded Offeror may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

43.5 Additional Scope of Work

The City may unilaterally require, by written order, changes altering, adding to, or deducting from the resulting contract specifications, provided that such changes are within the general scope of the contract. The City may make an equitable adjustment in the resulting contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the awarded Offeror, which shall not be unreasonably withheld. If unusual quantity requirements arise, the City may solicit separate solicitations to satisfy them.

43.6 Additional Terms and Conditions

Additional Terms and Conditions may be listed in the items in the Solicitation otherwise no additional terms and conditions included with the Offer shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to the Solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in the Solicitation are the only conditions applicable to the Solicitation and the Offeror's authorized signature affixed to the Solicitation form attest to this.

43.7 Advertising

In submitting an Offer, Offeror agrees not to use the results there from as a part of any commercial advertising.

43.8 Assignment

Any purchase order issued pursuant to the Solicitation invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

44. INSPECTION, ACCEPTANCE AND TITLE

44.1 Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the awarded Offeror until accepted by the City, unless loss or damage results from negligence by the ordering agency. The awarded Offeror shall be responsible for filing, processing and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

44.1.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

44.1.2 Report damage (visible and concealed) to carrier and awarded Offeror, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

44.1.3 Retain the item and its shipping container, including inner packing material, until the carrier

and disposition given by the awarded Offeror perform inspection.

44.1.4 Provide the awarded Offeror with a copy of the carrier's Bill of Lading and damage inspection report.

44.1.5 The awarded Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Administrator, or designee.

44.1.6 All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

45. COMPLETION OF WORK OR PROJECT

The awarded Offeror will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved work order/purchase order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the Solicitation form. For continuing services contract all task orders will be complete within thirty (30) days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

46. SCRUTINIZED COMPANIES

46.1 Section 287.135, Florida Statutes prohibits a company from submitting an Offer on, or entering into or renewing a resulting contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from submitting an Offer, or entering into or renewing a resulting contract for goods or services of $1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

46.2 At the time a company submits an Offer or before the company enters into or renews a resulting contract with an agency or governmental entity for goods or services of $1,000,000.00 or more, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List or is engaged in business operations in Cuba or Syria.

47. GOVERNING LAW AND VENUE.

The Solicitation and resulting contract shall be governed by the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

48. SECURITY VENDOR ADDENDUM.

If a Solicitation seeks Offers of goods or services that will involve the use of, or access to, City data and information, the awarded Offeror shall be required to comply with the City's Information Security Vendor Addendum, which shall be provided to the awarded Offeror.

APPENDIX A

Forms Sections

Section I – Required Electronic Forms

Section II - Samples, Examples, and Help

Section 4 Appendix A Forms

APPENDIX A

Section I Forms – Required Electronic Forms

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your solicitation package.

Form #1 – Response Form (2 pages)

This is a required form that must be returned with your solicitation package. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations – http://www.sunbiz.org. All signatures must be by an authorized company representative.

Form #2 – Interest in Competitive Bid

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

Form #3 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form #4 – Public Entity Crimes (2 pages)

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

entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form #5 – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

Form #6 – Drug Free Workplace Certification (1 page)

Required Form. The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it you're your solicitation package. If your company has a Program, sign and return the form.

Form #7 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

APPENDIX A

Form #1 – Response Form

City of Bradenton
Response Form

Company Name: Synagro South, LLC

Date Submitted: 6/26/2024
Project Identification #: RFP 24-009MK

Project Name: Biosolids Hauling and Disposal
Company Name: Synagro South, LLC
Name & Title: Emil Kneis/ Sales Suport Manager
Business Address (Physical): 435 Williams Court, Suite 100, Baltimore, MD 21220

Corporate or Mailing Address ☒ Same as Physical:

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: ekneis@synagro.com
PHONE NUMBER: 410-688-4438 FAX NUMBER: 410-779-3558

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposers and further warrants and represents that: Proposal has examined copies of all the solicitation documents and the following addenda:

No.	1	Date:	5/29/2024	No.		Date:	
No.	2	Date:	6/19/2024	No.		Date:	
No.		Date:		No.		Date:	

City of Bradenton, Bradenton, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that the Proposer have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be finished, here by propose and agree to furnish this service in according to the requirement set out in the specifications or scope of work for said services for the pries as listed on the City provided price sheet or agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 76-0612567

(1) Employer Identification Number -Or- (2) Social Security Number:
** *The City of Bradenton collects your social security number for tax reporting purposes only*

ALL BIDS MUST BE SIGNED AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Synagro South, LLC
Company Name: (Name printed or typed)

Attest:

Authorized Proposer:

Emil Kneis/ Sales
Proposer: (Name printed or typed)

Sales Support Manager
Authorized Signature and Proposer Title

Elizabeth Grant
Asst. Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Divisions of Corporations*. Please refer to website: *www.sunbiz.org*

APPENDIX A

Form #2-Interest In Competative Bidding

NONE

FORM 2 INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))

1. The competitive bid to which this statement applies has been will be (strike one) submitted to the following government agency:
2. The person submitting the bid is **Name** Position
3. The business entity with which the person submitting the bid is associated is
4. My relationship to the person or business entity submitting the bid is as follows:
5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows: a. The realty, goods and or services to be supplied specifically include: _____ b. The realty, goods and or services will be supplied for the following period of time _____ c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____
6. Additional comments
7. Signature Date Signed Date Filed
FILING INSTRUCTIONS If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.

APPENDIX A

Form #3 - Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of Maryland

County of Baltimore

Emil Kneis being first duly sworn, deposes and says that they are

Sales Support Manager/ Authorized Signer, the party making the fore-going solicitation
(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Bradenton of any person interested in the proposed contract; and that all statements in said solicitation are true.

Emil Kneis/ Sales Suport Manager
(Contractor/ Vendor, *if the Contractor/vendor is an individual;*
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

Synagro South, LLC
(Company Name)

STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was acknowledged before me by mean of ☒ physical presence or ☐ online, this 25th June, 2024 by Emil Kneis of Synagro South LLC, a Delaware corporation on behalf of the Corporation. He/She is personally known to me or has produced ——— as identification.

Constance A Reynolds.
(Signature line for notary public)

(Name of notary typed, printed or stamped)

CONSTANCE A. REYNOLDS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires 09-06-2027

(Title or rank)

N/A.
(Serial number, if any)

APPENDIX A

Form #4 - Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to City of Bradenton
(Print name of the public entity)

by Emil Kneis/ Sales Suport Manager
(Print individual's name and title)

for Synagro South, LLC
(Print name of entity submitting sworn statement)

whose business address is 435 Williams Court, Suite 100, Baltimore, MD 21220

(If applicable) its Federal Employer Identification Number (FEIN) is 76-0612567

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict , nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime: or:

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

APPENDIX A

Form #4 - Public Entity Crimes

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (*Please indicate which statement applies.*)**

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

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

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

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

Eric Knuth
(Signature)

6/25/2024
(Date)

STATE OF Maryland
COUNTY OF Baltimore

Sworn to (or affirmed) and subscribed before me by mean of ☒ physical presence or ☐ online notarization, this 25th day of, June 2024 by _____.

CONSTANCE A. REYNOLDS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
My Commission Expires 09-06-2027

Constance A Reynolds
(Signature of Notary Public – State of ~~Florida~~ Maryland)

(Print, Type, or Stamp Commissioned Name of Notary Public)

X personally known or ___ Produced Identification

Type of Identification Produced —

APPENDIX A

Form #5 - Negligence or Breach of Contract Disclosure Form

NONE

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name	Synagro South, LLC				
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident					
4.	Who Took Action Against Your Company? (Include name, state, and City.)	N/A				
5.	What was the initial circumstance for this action?	N/A				
6.	What was the final outcome of this action?	N/A				

Make as many copies of this sheet as necessary in order to provide a 10-year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE" on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" of you use this alternate method

APPENDIX A

Form #6 -Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, 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 any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Synagro South, LLC
CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

APPENDIX A

Form #7 – Scrutinized Companies Form

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Synagro South, LLC

Respondent's Authorized Representative Name and Title: Emil Kneis/ Sales Suport Manager

Address: 435 Williams Court Suite 100

City: Baltimore State: Maryland Zip: 21220

Phone Number: 410-688-4438 Respondent FEIN: 76-0612567

Email Address: ekneis@synagro.com

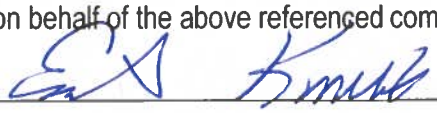
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: Emil Kneis,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name and Title: Emil Kneis/ Sales Suport Manager

APPENDIX A

Section II – Samples, Examples, and Help

Form# 8 - Withdrawal Request

Self-explanatory.

Sample# 1 - Sunbiz.com Registration

Self-explanatory.

Sample# 2 - Proposer Checklist

Self-explanatory.

APPENDIX A

Form# 8 - Withdrawal Request

WITHDRAWAL REQUEST

Date:

Solicitation Number and Title:

I _____ ,an authorized signer for
Print Authorized Signer's Name Here

_____
Print Contract/Vendor's Name Here

wish to withdraw my proposal on the project listed above. Upon withdrawal I authorize my representative,_____ to take possession of our proposal.
Type Name of Authorized Representative

Attached is a copy of proper identification (government issued identification) for the purpose of claiming the proposal. I understand that if no one is present to take possession of the withdrawn proposal, the proposal will be disposed of in a proper manner, by the City, twenty-four (24) hours after the solicitation opening date and time.

_____

Authorized Signature

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
555 AVENUE
Anytown, USA 99999

APPENDIX A

Contractor/Vendor Checklist.

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. **All items on this list may not be applicable.**

QUESTIONS	CHECK MARK-CONFIRMATION
Has the delivery date, time, and address been noted?	☒
Have you checked your proposal for proper organization, tabs are correct?	☒
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?	☐ n/a
Are you in compliance with the page limitations?	☒
Have you made sure your corporate address matches your Sunbiz information?	☒
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	☐ n/a
If descriptive literature has been requested, has it been attached to the solicitation proposal?	☐ n/a
Has the solicitation been signed, including the executive summary letter?	☒
Confirmation of providing special documentation requested specific to project	☒
Are you registered on DemandStar to received addendums?	☒
Form #1 - Has the RFP been completely filled out *on* the RFP form?	☒
Confirmation of receipt of all addenda, as applies (See form #1)	☒
Form #2- Competitive Bid (This is a mandatory State Form)	☒
Form #3 - Non-Collusive Affidavit	☒
Form #4 - Sworn Statement Public Entity Crimes	☒
Form #5 – Alleged Negligence or Breach of Conflict Form	☒
Form #6 – Drug-Free Certification	☒
Form #7 - Scrutinized Companies Certification (This is a mandatory State form)	☒
Form #8 – Withdrawal Form	☒
Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	☒
Have all areas of the solicitation forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	☒

Section 5 Project Approach

References

Current Contracts

SYNAGRO

PROJECT APPROACH

Synagro will provide a sufficient number of end dump trailers to meet the needs of the City of Bradenton's biosolids cake production. We will provide 3 framed, tarped, clean end dump trailers staged at the plant for City employees to position in the dewatering building as necessary. As the trailers become filled, we will swap out with replacement end dump trailers, approximately 1 to 2 trailers per day. We will dedicate one tractor driver to the City of Bradenton to continuously rotate trailers within the plant Monday through Friday.

In order to maintain the necessary level of capacity for receiving the Class B biosolids throughout the duration of the contract and renewal possible renewal periods, Synagro is proposing utilizing multiple disposal outlets. Although current land application availability is near capacity, we are proposing a similar sustainable composting option: the Synagro Charlotte County Bio-Recycling Center (CCBRC) in Punta Gorda. To ensure seamless hauling and disposal of your biosolids, we are also proposing to utilize multiple landfills for approved disposal as well. These are the Manatee County Lena Road landfill and the Republic Cedar Trails landfill. Through our expanding disposal network of facilities, we will assure that the City has the sustainable, approved outlets to meet your needs.

SYNAGRO

Synagro South, LLC
Residuals Management References

State/Project	Annual Quantity of Residuals Managed	Services Provided	Years of Service
Sarasota County 7905 S. McIntosh Road Sarasota, FL 34238 David Sell (941)650-2706 Dsell@scgov.net	50,000,000 gallons Per year Value $2.5 mm/ year	Dewatering, Hauling and Disposal/ Beneficial Re-Use	Ongoing Since 2002
City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145 Charlie Remaks (239)825-1368 cremaks@marcoislandutilities.com	8,000,000 gallons Per Year Value $500,000/ year	Dewatering, Hauling and Disposal	Ongoing Since 2008
Manatee County SW WWTP 5101 65th Street West Bradenton, FL 34212 Sam Paullin (914)224-1789 Sam.paulin@mymanatee.org	20,00 tons PerYear Value $200,000/ year	Transportation and Temporary Biosolids Dewatering	Ongoing Since 2014

SYNAGRO CONTRACTS:Partial List Eastern United States
Synagro has over 500 current Contracts. Additional Information Can Be Provided Upon Request

ID	Contract Name	Contract End Date
2235	Lancaster, SC - Land App - (2021-2024)	6/30/2024
3200	Abington, PA - Hauling and Agricultural of Wastewater Biosolids - 2023-2024 Extension (	6/30/2024
3226	City of Reidsville, NC - Lagoon Sludge Removal - 2023-24	6/30/2024
3245	Fayetteville, NC - Hoffer WTP - Lagoon Dreding - 2023-24 AMD	6/30/2024
3244	Fayetteville, NC - Hoffer WTP - Lagoon Dredging - 2023-24 AMD	6/30/2024
3591	Williamston, SC_Dewatering at Big Creek East WWTP Digester 2024	6/30/2024
3322	Spartanburg Sanitary Sewer District, SC - MMA - 2023-24	6/30/2024
3407	Insituform Technologies, LLC - Appomattox, VA - Removal & Land App - 2024	6/30/2024
3137	Charles County Govt, MD (Mattawoman) - Sludge Processing - 2023-24	6/30/2024
3336	Cartersville Water, CA - MMA - 2023	6/30/2024
2677	City of Lynchburg, VA - Biosolids Land App - 2022-24	6/30/2024
3559	Appomattox, VA - Reed Bed Cleaning - 2024	6/30/2024
3227	Woodard & Curran (City of Labelle, FL) - 2023-24	6/30/2024
3246	Fayetteville, NC - Hoffer WTP - Lagoon Dreding - 2023-24 AMD	6/30/2024
3263	Quarryville Borough Authority, PA - Biosolids (Land App) - 2023-24	6/30/2024
3248	Upper Occoquan Sewer Authority, VA (UOSA) Class A and B - Biosolids - Extension - 2(	6/30/2024
2638	WSSC Western Branch - AMD 2	6/30/2024
3272	Southern Champion Construction, Inc - Sludge Removal - 2023 CO #1	7/1/2024
3105	Harford County, MD - Biosolids & Water Treatment Residual Mgmt - Price Agreement (2	7/1/2024
2730	Charlottle Mecklenburg, NC - Biosolids Mgmt - 2022 2nd Amendment	7/1/2024
3313	Charlottle Mecklenburg, NC - Biosolids Mgmt - 2023 3nd Amendment	7/1/2024
3152	City of Lancaster, PA - 2023-24 (CPI Increase)	7/9/2024
3207	City of Marathon, FL - Sludge Dewatering & Disposal Services - 2023-24	7/13/2024
3299	Town of Lake Lure, NC - MMA - 2023 Auto Renewal (CO#3)	7/14/2024
3271	City of Venice, FL - Temp Dewatering - 2023	7/19/2024
3241	Leonardtown, MD - AMD - Wastewater Residual Mgmt - 2023-24	7/21/2024
3287	Town of Bellingham MA - MMA/PO -Residual Removal Hartford Ave Filtration Plant - 202	7/26/2024
3221	County of Henrico, VA - Biosolids Cake Disposal Services -2023 Renewal	7/31/2024
3225	City of Woonsocket, RI - Gravity Belt Thickener Rental - 2023	7/31/2024
3273	U.S. Water Services, FL (Lehigh Acres) - 2023 Renewal	7/31/2024
3352	Meridan, MS - South WWTP Equalization Basins Cleanout - 2024	8/1/2024
3588	Onslow Water & Sewer Authority, NC - Hubert WTP - Lagoon Project - 2024	8/1/2024
3297	City of Callahan, FL - Mobile Centrifuge Dewatering - 2023	8/8/2024
3517	Nestle Purina PetCare (Allentown, PA) - Sludge Removal - 2024	8/8/2024
3294	KW Resort Utilties Corp, FL (Stock Island) - MMA - 2023-24	8/9/2024
3316	Greater Lawrence Sanitary District, MA - WWTF Digester Cleaning - 2023	8/15/2024
3337	Town of Marhsall, NC - MMA - 2023-24	8/31/2024
3288	Town of Leesburg, VA - Class A Biosolids Beneficial Use- 2023	8/31/2024
3307	Loudoun Water, VA - Dewatered Biosolids Hauling & Land App/Disposal Services - 2023	8/31/2024
3267	Jupiter Island, FL - Piggyback North Port 2023-2024	9/9/2024
3349	Albemarle, NC Alum Lagoon Cleanout - PO 2023-24	9/30/2024
3396	Town of Leesburg, VA - Hauling & Disposal for Sewage Sludge Wastewater & Grit Scree	9/30/2024
3319	New Oxford, PA - Land App AMD 2023-24	9/30/2024
3537	JFam Utilities, LLC - Town of East Bend, NC -Hauling & Disposal - 2023-24	9/30/2024
3485	Collier County, FL - Golden Gate WWTP - Biosolids Hauling - Disposal Dewatering - 202	9/30/2024
3365	Key Largo WWTD - MMA - 2023	9/30/2024
3346	Madison Utilites, AL - Biosolids Mgmt Service - 2023	9/30/2024
3362	M.B. Kahn Construction CO, Inc - West Columbia Pump Station Improvement - 2023	10/10/2024
2319	City of Marco Island, FL - Liquid Biosolids Removal, Dewatering, & Hauling - 2021-2024	10/15/2024
2887	Mitchell & Stark Construction Company (MSKP Town) (Babcock Ranch) - Dewatering -2(	10/15/2024
2858	Pepper Source, LTD - Biosolids Mgmt & Hauling - 2022	10/31/2024
3532	Hiwassee Utilities Commission, TN - WTP Removal - 2024 PO	10/31/2024
3329	Sheffield Utilites, AL - MMA - 2023-24	10/31/2024
3381	City of Eden, NC - North Basin Ceanout Land App - 2023	11/1/2024
3510	W.M Schultz Construction Inc - (Stormville)(Green Haven) - Lagoon -2024	11/15/2024

Section 6 Company Profile/ Personnel

Synagro Company Profile

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 750+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 13 heat-drying facilities (with one more facility under construction), three thermal processing facilities serving multiple regional generators, six composting facilities; five of which provide an outlet for numerous generators, more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.



In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired from EQT, a Swedish private equity firm, by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

SYNAGRO

Project Personnel/ Management

Clayton Sutherland, Operations Manager-II

Clayton Sutherland joined Synagro in 2014, he is the current Operations Manager in charge of Northern Illinois. He is responsible for the day-to-day operations of spreading, hauling and management of biosolids in his area. His other responsibilities are the maintenance and repair of over 90 pieces of equipment and managing 20 local employees. Clayton is the direct contact with over 20 local municipalities that his hub services and maintains, he has close relationship with them.
Clayton is a retired US Navy Veteran; his military duties included the direct supervision of over 300 Naval and Marine service members and the maintenance and logistics of 30 military aircraft.

Chuck Simmons, Technical Services Director

As Technical Services Director, Chuck Simmons manages and coordinates all land application and beneficial use site permitting efforts for numerous projects in Synagro's Southeast and Southwest Regions. He also manages the retention and destruction of Synagro project documents; as well as transportation permits and subcontractor agreements for the company's south regions. His responsibilities entail overseeing all regulatory compliance, correspondence, monitoring, and reporting. Chuck also provides guidance, support, and training of the Technical Services Managers in the Southwest and Southeast Regions. He provides support to sales, legal and the Area Directors of Operations.

Prior to joining Synagro in 1998, Chuck was the staff soil scientist for Mid–South Testing for 13 years, overseeing drilling operations, geotechnical and field environmental services along with managing land application of pulp/paper residuals and municipal residuals.

Chuck holds a B.S in Agronomy and Soils from Auburn University, is a Certified Professional Soil Scientist and is a Registered Professional Soil Classifier. He is a member of the Soil Science Society of America, and the Alabama Soil and Water Conservation. Chuck also serves on the Board of Directors for the Lawrence County Cattlemen's Association.

Lee Vernon, Regional Vice President

As Regional Vice President, Lee Vernon leads Synagro's strategy and execution to achieve successful outcomes in financial, operational and personnel performance, while exceeding customer expectations, in sustaining and growing Synagro's Southeast Region business unit. Prior to managing the Southeast Region, Lee serviced as Area Director for Synagro's West Region biosolids and residuals management programs. These programs included transportation and disposal, land application, municipal WWTP cleaning, dewatering, dredging, and industrial dewatering and dredging projects.

Lee joined Synagro in 2019 as a senior Operations Manager for the company's Philadelphia Renewable Bio-fuels facility. There he managed day-to-day operations of one of the country's largest biosolids drying and pelletizing facilities.

Lee holds a B.S. in Mechanical Engineering from the University of Virginia. He has a Green Belt Training certification from Lean Six Sigma.

Tod Tucker

Area Director

Synagro Technologies, Inc.

Area Director, June 2022 - Present

As Area Director for Synagro's Florida biosolids management projects, Tod manages over 40 projects and a staff of 16 supervisors and operators. He is responsible for:

- Start-up and successful project completion, annual $20MM budget management, as well as overseeing capital improvements and investments and customer relations.
- Operations and compliance with local, state and federal regulations related to biosolids land application.
- Coordination of equipment rental as needed and assists operations managers with subcontractor management and equipment issues.
- Budgeting and job cost development for new projects.

Tod is experienced operating belt filter presses, rubber tire loaders, farm tractors and farm equipment, pumps, grinders, jockey trucks and trailers, end dump trailers, vacuum pumps, liquid spreading equipment, and other required project equipment for Synagro's operations.

American Materials Company

Operations Manager, December 2017- May 2022

Plant Manager, Buckhorn Quarry, January 2017 – December 2017

- Help implemented AMC safety program and Summit's 5s initiative.
- Managed nine sand mine operations and one future marine limestone greenfield site.
- Lead an annual budget of $10 million and oversee necessary capital improvements.
- Successfully integrated two sand mine acquisitions in the Charleston and Columbia markets.
- Coordinated the conversion of two dry mine sites to dredge operations and installed new dredge at recently acquired brownfield site

EDUCATION

Shepherd University – Political Science

CERTIFICATIONS

Completed Part 46 MSHA Certification for Surface and Nonmetal, Including Part 47 and 62

- Heavily involved in mine and plant design for future marine limestone operation.
- Oversaw plant operations for a 1 million plus ton granite quarry, promoting a safe workplace, leading an annual budget of $7 million.

Martin Marietta

District Production Manager, NC East District, December 2013 – September 2016

- Managed operations for seven granite quarries, one marine limestone quarry, and a shipyard facility.
- Led an annual operations budget of $40+ million and spearheaded capital improvements of $5 million annually. Consistently maximized resources, improved efficiencies, and improved profitability.
- Developed a mobile equipment program to improve equipment availability and extend asset life, coordinating a new program that improved the mobile fleet availability to over 90%.
- Successfully received approval to relocate 2000 linear feet of stream and mitigate 20 acres of wetland to gain 40 million tons of reserves.
- Worked with City Council and neighboring communities to receive approval for rezoning 100 acres, relocate city thorough fare to gain an additional 25 million tons of reserves.

Plant Manager, Raleigh-Durham Quarry, April 2005 – December 2013

- Coordinated operations for a 1 million ton-per-year facility and managed an additional 400,000 ton-per-year facility. Oversaw necessary capital improvements and led an annual budget of over $8 million.

Plant Manager, Anderson Creek Quarry, March 2003 – April 2005

- Oversaw plant operations and managed an 800,000 ton-per-year granite quarry, promoting a safe workplace, leading an annual budget of $4 million, overseeing capital improvements.
- Continually analyzed and evaluated processes and procedures, improving profitability year-over-year.

Curt DeBrunner

Area Sales Manager

Synagro Technologies, Inc.
Area Sales Manager (2022- present)
Joined Synagro in 2022 as the Area Sales Manager for the Florida Region. Mr. DeBrunner's primary duties are to develop cost effective, compliant and sustainable solutions for both existing and potential clients. Mr. DeBrunner's role requires project management, P&L management, regulatory compliance, contract negotiations, and team management.

Mr. DeBrunner has over 26 years of experience working in the environmental services and waste management industries. He has extensive experience in working with Federal, State and Municipal areas as well has private and industrial industries. He is experienced with the regulatory environment and is trained in management of special wastes and hazardous waste (RCRA certified) Mr. DeBrunner is experienced with DOT compliance, landfill compliance, alternative disposal technologies and methods to create sustainable solutions.

ACCOUNT DEVELOPMENT MANAGER
Clean Harbors Environmental Services, Bartow, FL / Dec 2020 – 2022

- Hunter role new accounts, underpenetrated in FL, GA, AL
- Entire portfolio of CHES facilities & services
- Corporate utilities, chemical, manufacturing, pharmaceutical
- Salesforce proficiency, health & safety focused

SENIOR ACCOUNT EXECUTIVE
US Ecology, Tampa, FL / 1996-2020

- Responsible for municipal HHW accounts, universities and education lab pack business, engineering firms throughout Southeastern US
- Managed 70% of 67 FL county HHW programs revenue, $4M annually, municipal industrial and field services
- Managed sales territories, developed and grew new and existing accounts to $8M+ annually

EDUCATION

UNIVERSITY OF FLORIDA
Bachelor of Science Degree – Environmental Engineering

LICENSES AND CERTIFICATIONS

- 40-Hr HAZWOPER Annual 8-Hr. Refresher RCRA, DOT HM-141 Training, E.I.T - Environmental Engineering, HHMM Member, NAHMMA Board of Directors

SYNAGRO

Section 7 Authority to do Business Documents

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List synagro Search

No Events **No Name History**

Detail by Entity Name

Foreign Limited Liability Company
SYNAGRO SOUTH, LLC

Filing Information

Document Number	M06000000941
FEI/EIN Number	76-0612567
Date Filed	02/17/2006
State	DE
Status	ACTIVE

Principal Address

435 Williams Court
Suite 100
Baltimore, MD 21220

Changed: 04/02/2024

Mailing Address

435 Williams Court
Suite 100
Baltimore, MD 21220

Changed: 04/02/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

1164

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SYNAGRO SOUTH, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF FEBRUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3060217 8300

060098035

AUTHENTICATION: 4493886

DATE: 02-01-06

February 20, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SYNAGRO SOUTH, LLC
4512 BRITTMOORE RD.
HOUSTON, TX 77041

Qualification documents for SYNAGRO SOUTH, LLC were filed on February 17, 2006, and assigned document number M06000000941. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000044836.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.

Deborah Bruce
Document Specialist
Registration/Foreign Qualification
Division of Corporations Letter Number: 406A00011725

1166

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Synagro South, LLC
(Name of Foreign Limited Liability Company)

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 76-0612567
(FEI number, if applicable)

4. 12/31/2005
(Date of Organization)

5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 4512 Brittmoore Road
Houston, TX 77041
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here [X]

9. The name and usual business addresses of the managing members or managers are as follows:

Synagro-WWT, Inc., 1800 Bering Drive, Suite 1000, Houston, TX 77057

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida:

Residuals Management Services.

Alvin L. Thomas
Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Alvin L. Thomas
Typed or printed name of signee

Vice President & Secretary, Synagro-WWT, Inc. - Manager

1167

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Synagro South, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System
(Name)

1200 South Pine Island Road
Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Plantation, Florida 33324
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

C T Corporation System

By: Denise Bell
(Signature)

Denise Bell
Assistant Secretary

$ 100.00	**Filing Fee for Application**
$ 25.00	**Designation of Registered Agent**
$ 30.00	**Certified Copy (optional)**
$ 5.00	**Certificate of Status (optional)**

SYNAGRO

Section 8 Bid Pricing Form

BID FORM
RFP-24-009MK
Biosolids Hauling and Disposal

Method	Description	Estimated Annual Quantity	Unit Cost	Extended Total
1	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved ***land spreading*** disposal site	8,000 wet tons	$____**no bid**/per wet ton	$_____
2	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved ***land filling*** disposal site	8,000 wet tons	$___**109.00**/per wet ton "Lena Road"	872,000.00
2	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved ***composting*** facility	8,000 wet tons	$___109.00/per wet ton "CCBRC"	$872,000.00
2	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved ***incineration*** facility	8,000 wet tons	$____**no bid**/per wet ton	$_____
2	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved ***heat drying*** facility	8,000 wet tons	$___**no bid**/per wet ton	$_____
2	Hauling and Disposal: Removal of sludge from Bradenton WWTF to FDEP approved site/facility other method _____	8,000 wet tons	$___**$113.00**/per wet ton "Cedar Trail"	$904,000.00

AGENDA ITEM NO. 8.aa

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City and Contractor agree to extend contract PB-20-041MK, whereby Contractor is to provide the City with ammonium sulfate 40% and technical assistance.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Extension PB-22-041MK with Thatcher Chemical of Florida Inc.

ATTACHMENTS:
Second Extension of PB20-041MK with Thatcher Chemical

Second Contract Extension of PB-22-041MK between Thatcher Chemical of Florida, Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-22-041MK (the "Extension"), is made this 24th day of July 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and THATCHER CHEMICAL OF FLORIDA, INC., a for profit corporation (hereafter referred to as "Contractor), with a principal office located at 245 Hazen Road, DeLand, Florida 37720.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-041MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with ammonium sulfate 40% and technical assistance;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties exercised the first option to renew and extended the term of the Contract to July 20, 2024;

WHEREAS, the Parties desire to exercise the second option to renew to extend the term of the Contract for an additional one-year period to July 20, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:

a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 24th day of July, 2024.

Michael T. Mitchell, as President
Thatcher Chemical of Florida, Inc.

July 2, 2024
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones
Erin Jones, NIGP-CPP, CPPB
Purchasing Manager, City of Bradenton

07/03/2024
Date

AGENDA ITEM NO. 8.ab

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-22-042MK with Biosafe Systems, LLC

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor agree to extend contract PB-22-042MK, whereby Contractor is to provide the City with sodium percarbonate algaecide.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Extension PB-22-042MK with Biosafe Systems, LLC.

ATTACHMENTS:
Second Extension of PB22-042MK with Biosafe Systems

Second Contract Extension of PB-22-042MK between Biosafe Systems, LLC and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-22-042MK (the "Extension"), is made this 24th day of July 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and BIOSAFE SYSTEMS, LLC, a foreign limited liability company (hereafter referred to as "Contractor"), with a principal office located at 22 Meadow Street, East Hartford, CT 06108.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-042MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with sodium percarbonate algaecide;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties used the first of four additional one-year renewal periods to extend the term of the Contract to July 20, 2024;

WHEREAS, the Parties desire to utilize the second of four additional one-year renewal periods to extend the Contract to July 20, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 24th day of July, 2024.

Thomas Warmuth, as LPM National Manager	06/05/2024
Biosafe Systems, LLC	Date
Gene Brown	Date
Mayor, City of Bradenton	
Erin Jones, CPPB, NIGP-CPP	07/03/2024
Purchasing Manager, City of Bradenton	Date

AGENDA ITEM NO. 8.ac

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-22-043MK with Univar Solutions USA Inc.

SUGGESTED ACTION: Approve the Agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor agree to extend contract PB-22-043MK, whereby Contractor is to provide the City with Caustic Soda (NaOH) 50% & 25%.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Extension PB-22-043MK with Univar Solutions USA Inc.

ATTACHMENTS:
Second Extension of PB22-043MK with Univar Solutions

Second Contract Extension of PB-22-043MK between Univar Solutions USA Inc. and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-22-043MK (the "Extension"), is made this 24th day of July 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and UNIVAR SOLUTIONS USA Inc., a foreign for profit corporation (hereafter referred to as "Contractor"), with a principal office located at 8201 S. 212th, Kent, Washington 98032.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-043MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with Caustic Soda (NaOH) 50% & 25%;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties used the first of four additional one-year renewal periods to extend the term of the Contract to July 20, 2024;

WHEREAS, the Parties desire to utilize the second of four additional one-year renewal periods to extend the Contract to July 20, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Article 3: Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2025.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.
4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 24th day of July, 2024.

Shawnasey McCarthy, as Municipal Commerical Manager
Univar Solutions USA, Inc.

June 12, 2024
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones, CPPB, NIGP-CPP
Purchasing Manager, City of Bradenton

07/03/2024
Date

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Monica Friedl, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **QUASI-JUDICIAL:** RESOLUTION 24-42 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1851 TO ALLOW FOR THE EXPANSION TO AN EXISTING SPECIAL USE FOR A SCHOOL IN THE T4- R (GENERAL URBAN RESTRICTED) ZONING DISTRICT FOR PROPERTY LOCATED AT 1011 21ST STREET EAST (PARCEL ID 1359400059) BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Planning Commission met on June 19, 2024, and recommended approval of Resolution 24-42 as submitted (vote 5-0).

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is requesting Special Use approval to allow for the expansion of an educational facility in the T4-O district. The subject property currently accommodates the Just for Girls school, which was approved in 1984. The Code requires that expansions of more than 20% of the floor area of a special use

obtain City Council approval. The applicant is requesting approval to build an 8-unit modular classroom building to house the Visible Men Academy and the elementary school portion of the Just for Girls school.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by City Conflict Counsel Augello.

SUGGESTED MOTION:

Motion to either approve or deny Resolution 24-42, Case SU.24.1851.

ATTACHMENTS:
Resolution 24-42
SU.24.1851 Application
SU.24.1851 Staff Report
SU.24.1851 Presentation

RESOLUTION 24-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1851 TO ALLOW FOR THE EXPANSION TO AN EXISTING SPECIAL USE FOR A SCHOOL IN THE T4-R (GENERAL URBAN RESTRICTED) ZONING DISTRICT FOR PROPERTY LOCATED AT 1011 21ST STREET EAST (PARCEL ID 1359400059) BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Manatee County Girls Club Inc (the "Property Owner"), owns the property located at 1011 21st Street East (parcel ID 1359400059) Bradenton, Florida, more particularly described in Exhibit "A" (collectively the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Residential- Medium Density (RESMED); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the General Urban Restricted (T4-R) zoning district; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies uses in the T4-R zoning district; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies Public & Private Schools as a Special Use in the T4-R zoning district; and

WHEREAS, the Planning Commission held a noticed public hearing on June 19, 2024 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on July 24, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner is requesting approval of a Special Use Expansion Permit to allow for an 8-unit modular unit about 8,000 square feet as generally shown on the Conceptual Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The City's professional staff recommended approval.

e. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

f. The Planning Commission recommended approval.

The proposed use meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access point are provided on two frontages and located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets.
d. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
e. Adequate ingress and egress to property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.
f. Off-street parking and loading areas are appropriately located and designed There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Sufficient screening is provided to protect surrounding properties from view of the premises; and internal noises from the use.

j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow an expansion to an existing special use for an 8-unit modular classroom as generally shown on the conceptual Site Plan attached hereto as Exhibit "B."

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 14TH DAY OF AUGUST, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

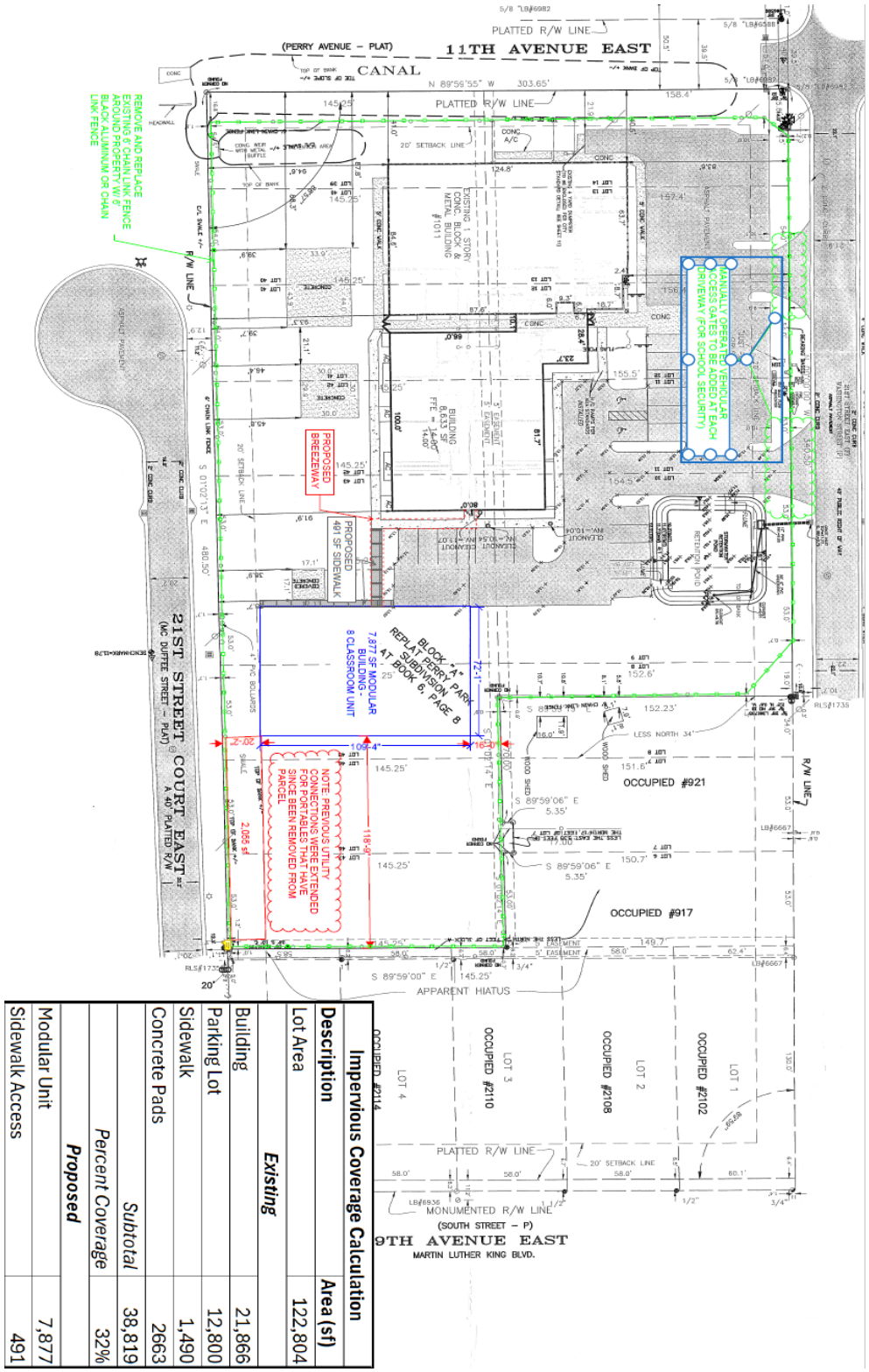
APPROVED AS TO FORM:

Erica F. Augello o/b/o Scott Rudacille
CITY ATTORNEY

EXHIBIT A

E 5.35 FT OF N 17 FT OF LOT 7 & S 19 FT OF LOT 8, ALL LOTS 9, 10, 11, 12, 13, 14, 39, 40, 41, 42, 43, 44, 45, 46 & 47 BLK A REPLAT OF PERRY PARK TOGETHER WITH THAT PART OF THE N 1/2 & W 1/2 OF VACATED 11TH AVE E FROM W R/W LN OF 21ST STREET CT E TO THE E R/W LN OF 24TH ST E LYING CONTIGUOUS TO LOT 39 BLK A REPLAT OF PERRY PARK PER RES NO. 07-36 REC IN OR 2226/5502 & CORRECTED IN OR 2230/3459 & OR 2300/7276 PI#13594.0005/9

EXHIBIT B



Impervious Coverage Calculation	
Description	**Area (sf)**
Lot Area	122,804
Existing	
Building	21,866
Parking Lot	12,800
Sidewalk	1,490
Concrete Pads	2663
Subtotal	38,819
Percent Coverage	32%
Proposed	
Modular Unit	7,877
Sidewalk Access	491

RECEIVED
By Isabell Salazar at 3:16 pm, May 10, 2024

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Manatee County Girls Club Inc.

Owner Address: 3809 59th St W, Bradenton, 34209 Telephone: 941.747.5757

Name of Agent: Tara N. Sall, TNS Design & Consulting, LLC

Agent Address: 3639 Cortez Rd W. Ste 222, Bradenton, 34210 Telephone: 941.586.0142

Owner/Agent Email: tara@tnsdesignandconsulting.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 1011 21st St E, Bradenton, 34208

Parcel ID: 1359-40-0059 Acreage: 2.82 +/-

Zoning District: BR_T4-R *click to view Zoning map

Future Land Use: CITY *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: 4070; Perry Park *click to view Neighborhoods map

DESCRIPTION (REQUIRED)

Indicate Type of Special Use Request:

Special Use ☐ Special Use-Amendment ☑

Provide a brief description of the propose land use activity: Addition of Visible Men Academy classrooms

for grades K-5; modular unit from SMART Modular (state-approved building plans) for 7 classrooms and 1 teacher/staff room totaling 7,920 SF

MATERIALS FOR REVIEW (REQUIRED)

- **Special Use**
  - ° Special Use Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Review Criteria (see page 2 for Special Use Review Criteria)
  - ° Site Plan
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - ° Special Use Amendment Application Fee: **$1,820**
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Property Survey signed & sealed within the last 3 years
  - ° One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - ° Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - ° Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient:■
Incomplete:☐_____

APPLICATION #: 241851

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AGENT AUTHORIZATION — REQUIRED

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1011 21st St E, Bradenton, FL 34208

I, Becky Canesse, the registered property owner(s) of the above noted property, do hereby authorize

Tara N. Sall — Print Name of Agent

TNS Design & Consulting — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

BY: _____ CEO — Signature of Owner(s)

3809 59th St W, Bradenton, FL 34209 — Owner(s) Address (if different than property above)

_____ — Signature of Agent

3639 Cortez Rd W, Ste 222, Bradenton, 34210; 941.586.0142 — Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 7th day of May, produced DL: Becky Canesse - C520-079-58-671-D / S400-814-86-844 respectively, as identification and who did (did not) take an oath:

_____ — Signature

Edith Maria Olave-Ford — Print Name, Notary Public

EDITH MARIA OLAVE-FORD
MY COMMISSION # HH 446881
EXPIRES: January 6, 2028

State of Florida
My Commission Expires: January 6, 2028

TNS
Design & Consulting
BEYOND THE EXPECTED

May 7, 2024

Attention:
Robin D. Singer, Director
Planning & Community Development
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

Reference: **Just for Girls and Visible Men Academy Joint-Campus Special Use Amendment for Parcel ID 1359-40-0059**

Dear Ms. Singer,

This letter is in response to Land Use Regulations Section 2.2.4.1.b as it being applied to our forthcoming land development permit application for the addition of an 8-unit modular unit providing classroom space for Visible Men Academy on the parcel referenced and owned by Manatee County Girls Club Inc. and housing the elementary school portion of Just for Girls Inc.; the modular unit shall be connected to the existing Just for Girls school facility via a breezeway. The referenced regulation states:

> *"2.2.4.1 Types of Special Uses*
>
> a. *New Permit. A special use permit is required for certain land uses as pursuant to residential schedule 3.2.2.1, or non-residential schedule 3.2.1.2.*
> b. *Expansion. A special use expansion permit is required pursuant to the following thresholds:*
> *I. The expansion is equal to 20 percent or more of the approved use, structure, or land area; or*
> *II. The expansion exceeds the limits or conditions as set forth in the original special use permit approval; or*
> *III. The expansion is the addition of an accessory use.*

As has been determined by yourself and your staff, we are exceeding an expansion of 20% based on the initially approved Special Use Zoning for the existing school activities. We are requesting this project be granted an Amendment to the existing Special Use Zoning over this parcel and that our request be forwarded to Planning Commission as required by the City of Bradenton Land Development Code; subsequently upon approval from Planning Commission this Special Use Amendment Request be forwarded to City of Bradenton Commissioner for final approval.

tara@tnsdesignandconsulting.com · 3639 Cortez Rd W | Suite 222 | Bradenton, FL 34210 · 941.586.0142

Attached herein are the requested documents for this application package. If additional information is required, please let me know. We appreciate your time and attention to this matter and look forward to a successful partnership with the City of Bradenton in servicing the elementary boys of Visible Men Academy, elementary girls of Just for Girls, and their families.

Sincerely,



Tara N. Sall, PE
FL. Lic. No. 90481
TNS Design & Consulting, LLC

Attachments:
Special Use Amendment Application Form
Agent Authorization Form
Project Findings of Facts
Site Plan
Survey performed by George F. Young 05/2024

tara@tnsdesignandconsulting.com · 3639 Cortez Rd W | Suite 222 | Bradenton, FL 34210 · 941.586.0142

Reference: **Just for Girls and Visible Men Academy Joint-Campus Special Use Amendment for Parcel ID 1359-40-0059**

FINDINGS OF FACT

SPECIAL USE AMENDMENT REQUEST FOR expansion of the existing Manatee County Girls Club (Just for Girls) facility by installing a 7,920 SF modular unit with 8-classrooms for classroom education of Visible Men Academy that will be connected to the existing facilities via a breezeway.

ANALYSIS

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control, and emergency access.* Ingress and egress will remain along 21st Street East. No new access drive is required. Safety measures will be updated with the addition of manually operated vehicular access gates across the existing driveways.

2. *Location and design of off-street parking and loading areas in regard to the items in 1., above, and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on adjoining properties.* The proposed expansion does not propose an increase in existing parking facilities. Based on the current staff levels of both Just for Girls and Visible Men Academy, the existing parking lot is sufficient. Additionally, Visible Men Academy will be providing two school buses for transportation of students for both charter schools, which will reduce the amount of vehicular unloading and loading activities and will reduce the impact of such activities on the adjacent properties.

3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.* These areas are not subject to change because of this expansion.

4. *Utilities, in regard to location, availability, adequacy, and compatibility with surrounding properties.* Utilities exist to the site and not subject to change as a result of this expansion.

5. *Screening, buffering, or separation of any nuisance or hazardous feature of the use.* The proposed installation area of the modular unit is intended to minimize clearing of existing vegetation that is buffering the parcel from adjacent properties. From the pre-application meeting held with staff on April

tara@tnsdesignandconsulting.com · 3639 Cortez Rd W | Suite 222 | Bradenton, FL 34210 · 941.586.0142

16th, 2024, additional landscaping requirements were not listed in the staff comments.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility, and harmony with surrounding properties.* No change in signage is proposed. Additional lighting would only be for safety as required by state standards and City of Bradenton Part III Land Use Regulations Section 7.1.6.

7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties, or adversely affect their economic value.* The proposed structure is designed to service elementary aged boys in which current enrollment of Visible Men Academy has 19% of enrolled students coming from the Perry Park neighborhood. This proposed expansion will allow more families in the Perry Park neighborhood, and in other neighborhoods, to be better serviced by providing one location for elementary education of both boys and girls, while still maintaining the successful practices of each individual school.

8. *Adequacy of land and/or building, which are to be used.* There is adequate land to support the expansion. The total area of impervious coverage with this expansion is 38%, which falls well below the 70% threshold coverage for City of Bradenton.

9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.* The facility is currently in operation and compatible with the adjacent properties. This is a public charter school for grades K-5. After school programs already exist with the Just for Girls operation and the facilities typically close at 6 or 7 P.M. and are closed on the weekends.

10. *Environmental quality of the district in which the use is proposed and the effect the special exception might have on such quality.* The expansion of this use will not adversely affect the environment.

11. *Consistency with the City of Bradenton Comprehensive Plan.* The proposed expansion is not inconsistent with the neighborhood recommendations or the Goals, Objectives, and Policies of the Plan.

tara@tnsdesignandconsulting.com · 3639 Cortez Rd W | Suite 222 | Bradenton, FL 34210 · 941.586.0142

Reference: Just for Girls and Visible Men Academy Joint-Campus Special Use Amendment for Parcel ID 1359-40-0059

ATTACHMENT 1: HISTORICAL INFORMATION ON MODULAR UNITS ON PARCEL WITH JOINT-VENTURE WITH MANATEE COUNTY SCHOOL DISTRICT TAPP PROGRAM 1990-1994

tara@tnsdesignandconsulting.com · 3639 Cortez Rd W | Suite 222 | Bradenton, FL 34210 · 941.586.0142

Written Testament by Chief Executive Officer Becky Canesse, having personally attended the below-referenced Board meetings and kept the permanent records of the minutes of the regular meetings of the Manatee County Girls Club, Inc. (MCGC) dba Just for Girls (JFG) corporate governing Board of Directors, with the following excerpts from the Board minutes as follows:

4.20.1990 at New/Old Business: "President Quinlan moved that the Executive Committee and House & Grounds Committee have the authority to negotiate the placement of a separate modular unit on the East Bradenton property. Motion unanimously carried."

7.13.1990 at Executive Director's Report: "Approval was given for Greg Meissner to provide an addendum to the School Board lease for the additional building which will house their daycare at the East Bradenton Branch."

1991 Annual Report: "II. COMMUNITY DEVELOPMENT – The enhanced programs provided to an increased number of girls are possible because of the networking, sharing, and cooperation MCGC pursues. MCGC has shared its facilities, computer learning centers, vehicles, and sports equipment with dozens of other community service groups. In this way, the scarce charitable dollars are conserved and stretched to provide additional needed services which would not otherwise be possible. The team of professionals at MCGC also serve on community boards and committees including:

Mayor's Drug Free Communities Committee
Manatee Community Council for Children
Manatee County Needs Assessment Task Force
Leadership Manatee Alumni Board
Women's Resource Center
Women's Health Advisory Committee
Florida Center for Children & Youth
Coalition for Healthy Mothers/Healthy Babies
Teenage Pregnancy Task Force
American Association of University Women
Florida Parks and Recreation Association
Sarasota/Manatee AIDS Support, Inc."

10.9.1992 at Executive Director's Report: "Gary Guthrie made the following motion that we continue the rental of the East Bradenton Branch for the T.A.P.P. program at $400 per month. Motion unanimously carried."

7.8.1994 at Executive Committee Report: "On behalf of the Executive Committee, Mary Middlebrooks moved that the president be authorized to execute two contracts with the School Board regarding: 1.) Rental of the E.B. Center for their T.A.P.P. program; and 2.) Funding for our alternative school program. Motion carried."

11.4.1994 at Executive Director's Report: "Julie Ross moved that we authorize the President to sign the School Board lease of our East Bradenton facility for the T.A.P.P. program. Motion carried."

Based on the number of children served, the modular for the T.A.P.P. program was more than half the size of the proposed VMA modular considered for approval this year on this same site.

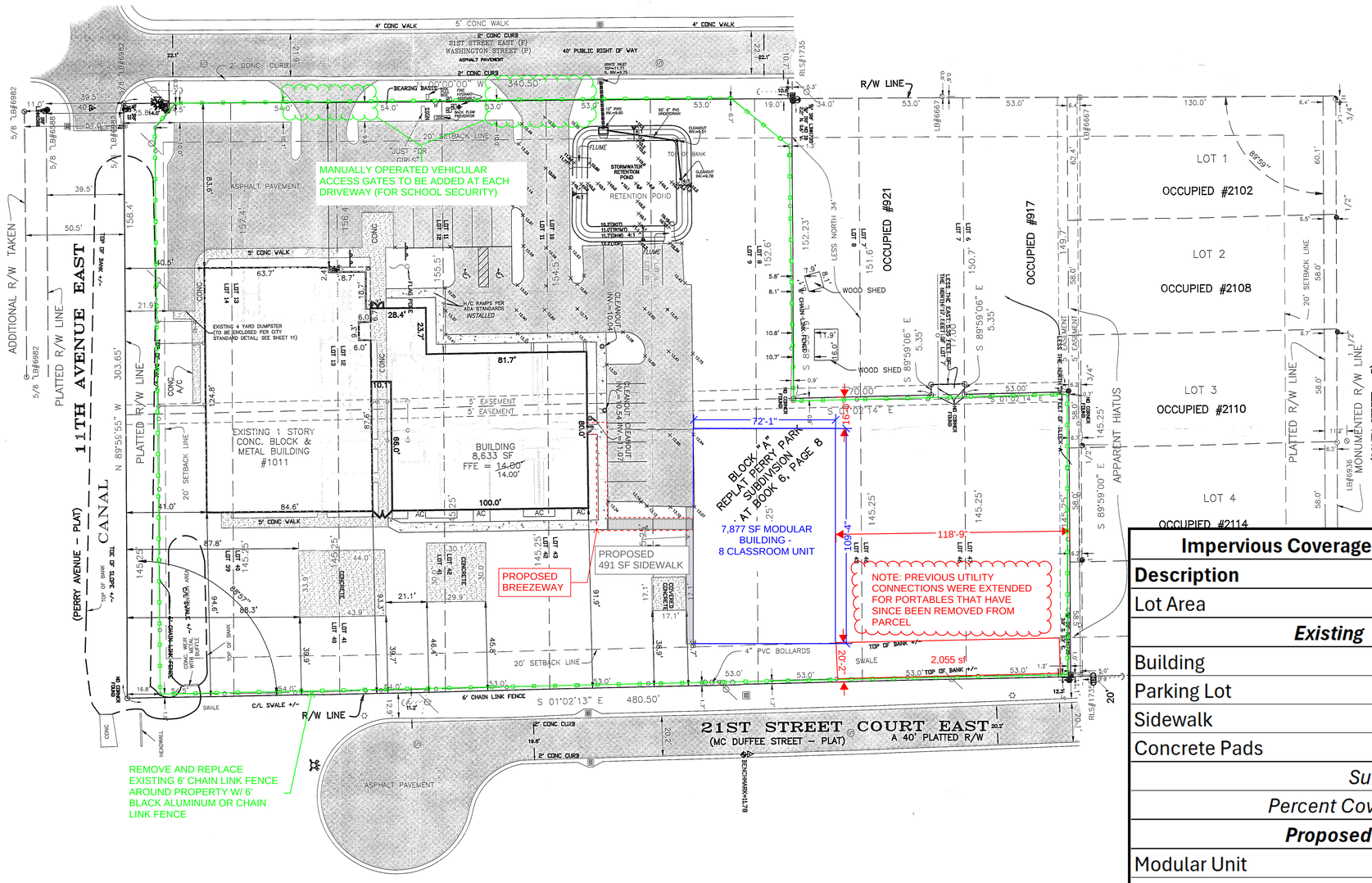
Signed this 8th day of May, 2024 by JFG CEO Becky Canesse

Notary (SEAL)

EDITH MARIA OLAVE-FORD
MY COMMISSION # HH 446881
EXPIRES: January 6, 2028

Edith Maria Olave-Ford 5/7/24

Scale : 1" = 30' Ft.



BOUNDARY SURVEY OF:

LOTS 9 THROUGH 14, LOTS 39 THROUGH 47, BLOCK A, AND LOT 8, LESS THE NORTH 34 FEET, BLOCK A, PERRY PARK; ALSO THE EAST 5.35 FEET OF THE NORTH 17 FEET OF LOT 7, BLOCK A, REPLAT OF PERRY PARK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 8 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

ITEM	ELEVATION	WIDTH	HEIGHT
GRATE	~~12.20'~~ 12.10'	STANDARD	STANDARD
SKIMMER (TOP)	~~12.20'~~ 12.10'	12"	N/A
SKIMMER (BOT)	~~10.50'~~ 10.40'	12"	N/A
WEIR	~~11.00'~~ 10.90'	2.5"	1.2'
SLAB	~~10.30'~~ 9.90'	4'	6"
UNDERDRAIN	~~9.80'~~ 9.79'	6"	6"

ABBREVIATIONS

P.S.M. – PROFESSIONAL SURVEYOR & MAPPER
SEC. – SECTION
TWP. – TOWNSHIP
RGE. – RANGE
R/W – RIGHT-OF-WAY
℄ – CENTER LINE
(P) – PLAT DISTANCE
(M) – MEASURED DISTANCE
(D) – DEED DISTANCE
CONC. – CONCRETE
W/F – WOOD FRAME
ADD. – ADDRESS

LEGEND

1/2" IRON ROD L.B. #021 SET
IRON PIPE FOUND
IRON ROD FOUND
IRON ROD & # FOUND
4"x 4" CONC. MONUMENT FOUND
P — OVERHEAD POWER LINE
T — OVERHEAD TELEPHONE LINE
POWER POLE WITH ANCHOR
TELEPHONE POLE WITH ANCHOR
6' WOOD FENCE
6' CHAIN-LINK FENCE
WATER METER
WATER VALVE
BACK FLOW PREVENTER
FIRE HYDRANT
SIGN
LIGHT POLE
SANITARY CLEAN OUT
SANITARY MANHOLE
UNDERGROUND TELEPHONE BOX
UNDERGROUND CABLE TV BOX
ELECTRIC METER
CATCH BASIN
MITERED END
RECORD ELEVATIONS

Impervious Coverage Calculation	
Description	**Area (sf)**
Lot Area	122,804
Existing	
Building	21,866
Parking Lot	12,800
Sidewalk	1,490
Concrete Pads	2663
Subtotal	38,819
Percent Coverage	32%
Proposed	
Modular Unit	7,877
Sidewalk Access	491
Total	**47,187**
Percent Coverage	**38%**

NOTES

1. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY OF WASHINGTON STREET, BEING N 00°00'00" W (ASSUMED).
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE SEARCH AND THERE MAY BE ADDITIONAL EASEMENTS THAT MAY BE OF PUBLIC RECORD.
3. THIS PROPERTY LIES IN FLOOD ZONE "C" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP; COMMUNITY PANEL NO. 120155 0010 C, DATED 11/16/83 (INDEX REVISED 11/16/83)
4. PUBLIC UTILITIES THAT LIE WITHIN PUBLIC RIGHTS OF WAY OR EASEMENTS OF RECORD NOT SHOWN OR LOCATED.
5. THE LOCATION OF UTILITIES, FOUNDATIONS OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAS NOT BEEN DETERMINED.
6. THE PURPOSE OF THIS SURVEY IS FOR PERMITTING
7. OWNERSHIP OF FENCES HAS NOT BEEN DETERMINED.

CLIENT

JUST FOR GIRLS, INC.
932 14TH ST. WEST
BRADENTON, FL. 34205

PROJECT NAME

FINAL SURVEY
MANATEE COUNTY, FLORIDA

SEC. 31 TWP. 34 S. RNG. 18 E.

REVISIONS

No.	DESCRIPTION	DATE	BY
1.	REVISED FOR FINAL IMPROVEMENTS	11/10/08	
2.	ADD CLEANOUT INVERTS	11/11/08	
3.	REVISED PER COMMENTS	02/09/09	

Since 1919

George F. Young, Inc.
LICENSED BUSINESS 021
ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL
LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING
ST. PETERSBURG ■ TAMPA ■ BRADENTON ■ GAINESVILLE
SARASOTA ■ NORTH PALM BEACH
RESPONSIBLE OFFICE: 381 6th Avenue West
Bradenton FL 34205-8804
Tel.: (941) 745-2377 Fax: (941) 747-4948

DESIGNED:	FIELD DATE:	05/19/06
DRAWN: MJONES	DATE:	05/01/06
CHECKED: JPOWERS	SCALE:	1"=30'

THIS SURVEY NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JAMES B. POWERS
Florida Surveyor's Reg'n. PSM# LS4569

SHEET 1 / 1

JOB No. 06230053.00

FILE: I:\PROJECT\SUR\2006\06230-0053--001\DWG\RECORD\06230053001RD--11--25--08.DWG
PLOTTED: 02/09/09 08:30:46 LOGIN: MJONES

DEALER:
SMART MODULAR
PROJECT:
VISIBLE MEN ACADEMY
112'X72'
SMM 20968

DRAWING INDEX

SHEET 1:	COVER, NOTES, AND CONDITIONS
SHEET 2:	SPECIFICATIONS
SHEET 3:	FLOOR PLAN, STRUCTURAL LEGEND, PLUMBING SCHEDULE, DOOR SCHEDULE, AND WINDOW SCHEDULE
SHEET 4:	PLUMBING PLAN, PLUMBING SCHEDULE, DOOR
SHEET 5:	ELECTRICAL PLAN, ELECTRICAL LEGEND, ELECTRICAL CALCS AND ELECTRICAL NOTES
SHEET 6:	ELECTRICAL PANELS
SHEET 7:	REFLECTED CEILING PLAN
SHEET 8:	HVAC PLAN AND HVAC SCHEDULE
SHEET 9:	BUILDING CROSS-SECTION
SHEET 10:	ELEVATIONS
SHEET 11:	LIFE SAFETY PLAN

"NOTICE"

PLEASE REVIEW PLANS COMPLETELY. ANY COMPONENTS CROSSING MATELINES WILL BE INSTALLED BY SETUP CREW.

GENERAL NOTES:

1. ALL CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CODES SPECIFIED ON THESE DRAWINGS.
2. ALL MATERIALS USED IN THE CONSTRUCTION OF THE BUILDING WHICH ARE COVERED BY THE FLORIDA BUILDING COMMISSION RULE 61G 20-3.006 SHALL HAVE CURRENT FLORIDA PRODUCT APPROVAL.
3. PLAN REVIEW AND INSPECTION REQUIRED BY CHAPTER 633 F.S. SHALL BE DONE ON SITE BY LOCAL FIRE SAFETY INSPECTOR.
4. THESE PLANS INCLUDE DESIGN FOR THE FACTORY BUILT PORTION OF THE MODULAR STRUCTURE AND PORTIONS OF THE SITE BUILT CONSTRUCTION. THESE PLANS AND DESIGN PLANS FOR ALL ELEMENTS DESIGNATED TO BE DESIGNED BY OTHERS AND/OR SITE INSTALLED MUST BE SUBMITTED TO AND REVIEWED BY THE DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE (DESIGNER OF RECORD) FOR COMPATIBILITY WITH THE DESIGN OF THE OVERALL BUILDING PROJECT AS REQUIRED BY THE APPLICABLE CODES AND LAWS.
5. REFER TO MANUFACTURER'S APPROVED SYSTEMS PACKAGE FOR ADDITIONAL CONSTRUCTION DETAILS AND SPECIFICATIONS NOT INCLUDED IN THESE PLANS.
6. REFER TO ENERGY CODE COMPLIANCE FORM AND/OR HEAT LOSS AND GAIN CALCULATIONS FOR ADDITIONAL ENERGY CODE CONSTRUCTION REQUIREMENTS NOT INCLUDED IN THESE PLANS.
7. ALL DOORS SHALL BE OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS SHALL NOT BE USED.
8. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED BY OTHERS AS REQUIRED BY NFPA 10.
9. ALL GLAZING WITHIN A 24 INCH ARC OF DOORS WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR AND ALL GLAZING IN DOORS SHALL BE SAFETY, TEMPERED, OR ACRYLIC PLASTIC SHEET
10. STRAPPING MUST BE TESTED AND/OR CERTIFIED TO VERIFY THE STRUCTURAL CAPACITY. APPROPRIATE DOCUMENTATION MUST BE ON FILE AT THE MODULAR BUILDING FACTORY.
11. THIS BUILDING REQUIRES A FIRE SEPARATION DISTANCE OF >10'-0" BASED ON TABLE 602 AND SECTION 704 OF THE FLORIDA BUILDING CODE AND/OR INTERNATIONAL BUILDING CODE IS SUBJECT TO APPROVAL BY LOCAL JURISDICTION.
12. WHERE THE LIVE LOADS FOR WHICH EACH FLOOR OR PORTION THEREOF IS DESIGNED TO EXCEED 50 PSF, SUCH DESIGN LIVE LOAD SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER IN THAT STORY WHERE THEY APPLY, USING DURABLE SIGNS.
13. FIRE SAFETY PLAN REVIEW & INSPECTION IS RESERVED FOR THE LOCAL AUTHORITY HAVING JURISDICTION.
14. WINDOWS AND DOORS MUST BE CERTIFIED FOR COMPLIANCE WITH THE WIND DESIGN PRESSURES FOR COMPONENTS AND CLADDING.
15. THESE PLANS COMPLY WITH THE LATEST FBC CHANGE, DATED DECEMBER 31, 2023.
16. THIS BUILDING SHALL NOT BE LOCATED WITHIN A DISTANCE OF 600 FEET OF INLAND BODIES OF WATER THAT PRESENT A FETCH OF 1 MILE OR MORE OF INLAND WATERWAYS OR RIVERS WITH A WIDTH OF ONE MILE.
17. THIS BUILDING HAS NOT BEEN DESIGNED TO BE LOCATED ON THE SEAWARD SIDE OF THE COASTAL CONSTRUCTION LINE.
18. IF THIS BUILDING IS LOCATED IN A WIND BORNE DEBRIS REGION ALL GLAZING SHALL BE PROTECTED WITH AN IMPACT RESISTANT COVERING, OR GLAZING SHALL BE IMPACT RATED, WHICH IS ALSO DESIGNED TO RESIST THE APPLICABLE WIND PRESSURES OR WINDOWS SHALL BE IMPACT RATED. THIS COVERING IS DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
    WIND BORNE DEBRIS REGIONS INCLUDE THE FOLLOWING:
    A. AREAS WITHIN ONE MILE OF THE COASTAL MEAN HIGH WATER LINE WHERE THE ULTIMATE WIND SPEED IS EQUAL TO OR GREATER THAN 130 MPH, OR
    B. AREAS WHERE THE ULTIMATE WIND SPEED IS EQUAL TO OR GREATER THAN 140 MPH.
19. THE FLOOR AND ROOF DESIGN OF THIS PLAN IS "LIGHT-FRAME TRUSS-TYPE CONSTRUCTION" AS REFERENCED IN FAC RULE 69A-3.012(6), POSTING OF NOTICE SIGN(S) AS REQUIRED BY FAC RULE 69A-3.012(6) SHALL BE POSTED AND INSTALLED AND IS THE RESPONSIBILITY OF THE BUILDING OWNER.
20. WHEN LOW SIDES OF ROOF PROVIDE LESS THAN 6" OF OVERHANG, GUTTERS AND DOWN SPOUTS SHALL BE SITE INSTALLED, DESIGNED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.

MECHANICAL NOTES:

1. ALL SUPPLY AIR REGISTERS SHALL BE 24 INCHES x 24 INCHES ADJUSTABLE WITH 20 INCHES x 10 INCHES (INSIDE) OVERHEAD FIBERGLASS DUCT, UNLESS OTHERWISE SPECIFIED. DUCTS IN UNCONDITIONED SPACES SHALL HAVE R-4.2 MINIMUM INSULATION EXCEPT DUCTS EXPOSED TO VENTILATED ATTICS AND CRAWL SPACES SHALL HAVE R-6 INSULATION.
2. INTERIOR DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR AIR RETURN AND OR AS NOTED ON FLOOR PLAN, EXCEPT DOORS LOCATED IN FIRE RATED PARTITIONS SHALL NOT BE UNDERCUT.
3. RESTROOM VENT FANS SHALL PROVIDE 50 CFM OR MORE EXHAUST PER WATER CLOSET OR URINAL UNLESS OTHERWISE SPECIFIED ON PLANS.
4. VENT FANS SHALL BE DUCTED TO THE EXTERIOR AND TERMINATE AT AN APPROVED VENT CAP.
5. HVAC EQUIPMENT SHALL BE EQUIPPED WITH OUTSIDE FRESH AIR INTAKES CAPABLE OF PROVIDING 5 CFM FOR EACH OCCUPANT & 0.06 CFM PER SQUARE FOOT OF BUILDING AREA.

ACCESSIBILITY NOTES:

1. ACCESS TO BUILDING FOR PERSONS IN WHEELCHAIRS IS DESIGNED BY AND FIELD BUILT BY OTHERS AND SUBJECT TO LOCAL JURISDICTION. THE PRIMARY ENTRANCE AND REQUIRED EXITS MUST BE ACCESSIBLE.
2. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SIGN SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL ENTRANCES ARE ACCESSIBLE. INACCESSIBLE ENTRANCES SHALL HAVE DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE. AT LEAST 50% OF ALL PUBLIC ENTRANCES MUST BE ACCESSIBLE.
3. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT HEIGHT NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND EDGE OF BASIN NO HIGHER THAN 34 INCHES ABOVE THE FLOOR FOR INDIVIDUALS IN WHEELCHAIRS. ADDITIONALLY, DRINKING WATER PROVISIONS SHALL BE MADE FOR INDIVIDUALS WHO HAVE DIFFICULTY IN BENDING WITH SPOUT HEIGHT NO LOWER THAN 38 INCHES AND NO HIGHER THAN 43 INCHES ABOVE THE FLOOR.
4. WHERE STORAGE FACILITIES SUCH AS CABINETS, SHELVES, CLOSETS, AND DRAWERS ARE PROVIDED AT LEASE ONE OF EACH TYPE PROVIDED SHALL CONTAIN STORAGE SPACE COMPLYING WITH THE FOLLOWING: DOORS, ETC.. TO SUCH SPACES SHALL BE ACCESSIBLE (i.e. TOUCH LATCHES, U-SHAPED PULLS); SPACES SHALL BE WITHIN 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR FORWARD REACH OR 15 INCHES MINIMUM AND 48 INCHES MAXIMUM OF THE FLOOR FOR SIDE REACH; CLOTHES RODS SHALL BE A MAXIMUM OF 48 INCHES ABOVE THE FLOOR (46 INCHES MAXIMUM WHEN DISTANCE FROM WHEELCHAIR TO ROD EXCEEDS 10 INCHES).
5. CONTROLS, DISPENSERS, RECEPTACLES AND OTHER OPERABLE EQUIPMENT SHALL BE NO HIGHER THAN 44 INCHES ABOVE THE FLOOR FOR FRONT APPROACH OR 48 INCHES ABOVE THE FLOOR FOR SIDE APPROACH. RECEPTACLES ON WALLS SHALL BE MOUNTED NO LESS THAN 15 INCHES ABOVE THE FLOOR. EXCEPTION: HEIGHT LIMITATIONS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.
6. WHERE EMERGENCY WARNING SYSTEMS ARE PROVIDED, THEY SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS. THE VISUAL ALARMS SHALL BE LOCATED THROUGHOUT, INCLUDING RESTROOMS, AND PLACED 80 INCHES ABOVE THE FLOOR OR 6 INCHES BELOW CEILING, WHICHEVER IS LOWER.
7. DOORS TO ALL ACCESSIBLE SPACES SHALL HAVE ACCESSIBLE HARDWARE (i.e. LEVER-OPERATED, PUSH-TYPE, U-SHAPED) MOUNTED NO HIGHER THAN 48 INCHES ABOVE THE FLOOR.
8. FLOOR SURFACES SHALL BE STABLE, FIRM, AND SLIP-RESISTANT. CHANGES IN LEVEL BETWEEN 0.25 INCH AND 0.5 INCH SHALL BE BEVELED WITH A SLOPE NO GREATER THAN 1:2. CHANGES IN LEVEL GREATER THAN 0.5 INCH REQUIRE RAMPS. CARPET PILE THICKNESS SHALL BE 0.5 INCH MAX.GRATINGS IN FLOOR SHALL BE SPACES NO GREATER THAN 0.5 INCH WIDE IN ONE DIRECTION. DOORWAY THRESHOLDS SHALL NOT EXCEED 0.5 INCH IN HEIGHT.
9. ALL DOORS SHALL BE OPENABLE BY A SINGLE EFFORT. THE MAXIMUM FORCE REQUIRED TO OPEN A DOOR SHALL NOT EXCEED 8.5 LBS. FOR EXTERIOR SWINGING DOORS AND 5 LBS. FOR ALL SLIDING, FOLDING, AND INTERIOR SWINGING DOORS.
10. ACCESSIBLE WATER CLOSETS SHALL BE 17 INCHES TO 19 INCHES FROM THE FLOOR TO THE TOP OF THE SEAT. GRAB BARS SHALL BE 36 INCHES LONG MINIMUM WHEN LOCATED BEHIND WATER CLOSET AND 42 INCHES MINIMUM WHEN LOCATED ALONG SIDE OF WATER CLOSET, AND SHALL BE MOUNTED AT 33 INCHES TO 36 INCHES FROM THE FLOOR TO THE CENTERLINE OF THE BAR. SIDE WALL GRAB BARS SHALL BE MOUNTED WITH THE FAR END LOCATED A MAXIMUM OF 12 INCHES FROM THE WALL BEHIND THE WATER CLOSET.
11. ACCESSIBLE LAVATORIES SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 29 INCHES ABOVE THE FLOOR TO THE BOTTOM OF THE APRON.
12. ACCESSIBLE SINKS SHALL BE MOUNTED WITH THE RIM NO HIGHER THAN 34 INCHES ABOVE THE FLOOR AND A CLEARANCE OF AT LEAST 27 INCHES HIGH, 30 INCHES WIDE, AND 19 INCHES DEEP UNDERNEATH SINK. THE SINK DEPTH SHALL BE 6.5 INCHES MAXIMUM.
13. HOT WATER AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. INSULATION OR PROTECTION MATERIALS MAY BE SITE INSTALLED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER ACCESSIBLE LAVATORIES AND SINKS.
14. ACCESSIBLE LAVATORIES AND SINKS SHALL HAVE ACCESSIBLE FAUCETS (i.e. LEVER-OPERATED, PUSH-TYPE, ELECTRONICALLY CONTROLLED).
15. WHERE MIRRORS ARE PROVIDED IN RESTROOMS, AT LEAST ON SHALL BE PROVIDED WITH ITS REFLECTIVE EDGE NO HIGHER THAN 40 INCHES ABOVE THE FLOOR IF ABOVE LAVATORY OR 35" IN OPEN AREA.
16. GRAB BARS REQUIRED FOR ACCESSIBILITY SHALL BE 1.25 INCH TO 1.5 INCHES IN DIAMETER WITH 1.5 INCHES OF CLEAR SPACE BETWEEN THE BAR AND THE WALL.
17. TOILET PAPER DISPENSERS SHALL BE INSTALLED WITHIN REACH AND MOUNTED 15 INCHES MIN. AND 48 INCHES MAX. ABOVE THE FLOOR TO THE CENTERLINE OF THE DISPENSER. DISPENSERS THAT CONTROL DELIVERY, OR THAT DO NOT PERMIT CONTINUOUS FLOW, SHALL NOT BE USED.
18. WATER CLOSET FLUSH CONTROL SHALL BE MOUNTED ON THE WIDE SIDE OF THE TOILET AREA.
19. A TOWEL DISPENSER SHALL BE LOCATED ADJACENT TO ALL ACCESSIBLE LAVATORIES.

ELECTRICAL NOTES:

1. ALL EQUIPMENT SHALL BE LISTED BY UL FOR THE APPLICATION FOR WHICH IT IS USED AND ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE LISTING.
2. ALL CIRCUITS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE NATIONAL ELECTRICAL CODE (NEC).
3. WHEN LIGHT FIXTURES ARE INSTALLED IN CLOSETS THEY SHALL BE SURFACE MOUNTED OR RECESSED. INCANDESCENT FIXTURES SHALL HAVE COMPLETELY ENCLOSED LAMPS. SURFACE MOUNTED INCANDESCENT FIXTURES SHALL HAVE A MINIMUM CLEARANCE OF 12 INCHES AND ALL OTHER FIXTURES SHALL BE A MINIMUM CLEARANCE OF 6 INCHES FROM "STORAGE AREA" AS DEFINED BY NEC 410.2.
4. WHEN WATER HEATERS ARE INSTALLED THEY SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE WATER HEATERS SERVED. THE BRANCH CIRCUIT SWITCH OR CIRCUIT BREAKER SHALL BE PERMITTED TO SERVE AS THE DISCONNECTING MEANS ONLY WHERE THE SWITCH OR CIRCUIT BREAKER IS WITHIN SIGHT FROM THE WATER HEATER OR IS CAPABLE OR BEING LOCATED IN THE OPEN POSITION.
5. HVAC EQUIPMENT SHALL BE PROVIDED WITH READILY ACCESSIBLE DISCONNECTS ADJACENT TO THE EQUIPMENT SERVED. A UNIT SWITCH WITH A MARKED "OFF" POSITION THAT IS A PART OF THE HVAC EQUIPMENT AND DISCONNECTS ALL UNGROUNDED CONDUCTORS SHALL BE PERMITTED AS THE DISCONNECTING MEANS WHERE OTHER DISCONNECTING MEANS ARE ALSO PROVIDED BY A READILY ACCESSIBLE CIRCUIT BREAKER.
6. PRIOR TO ENERGIZING THE ELECTRICAL SYSTEM THE INTERRUPTING RATING OF THE MAIN BREAKER MUST BE DESIGNED AND VERIFIED AS BEING IN COMPLIANCE WITH SECTION 110-9 OF THE NEC BY LOCAL ELECTRICAL CONSULTANT.
7. THE MAIN ELECTRICAL PANEL AND FEEDERS ARE DESIGNED BY OTHERS, SITE INSTALLED AND SUBJECT TO LOCAL JURISDICTION APPROVAL.
8. ALL CIRCUITS CROSSING OVER MODULE MATING LINE(S) SHALL BE SITE CONNECTED WITH APPROVED ACCESSIBLE JUNCTION BOXES OR CABLE CONNECTORS.
9. ALL RECEPTACLES INSTALLED IN WET LOCATIONS (EXTERIOR) SHALL BE WEATHER RESISTANT & IN WEATHER PROOF (WP) ENCLOSURES, THE INTEGRITY OF WHICH IS NOT AFFECTED WHEN AN ATTACHMENT PLUG CAP IS INSERTED OR REMOVED.
10. ALL EXTERIOR LIGHTS SHALL BE EQUIPPED WITH PHOTOCELLS FOR AUTOMATIC SHUT-OFF WHEN DAYLIGHT IS AVAILABLE.
11. EMERGENCY LIGHTING SHALL BE CAPABLE OF PROVIDING INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT-CANDLE (fc) AND A MINIMUM OF 0.1 fc MEASURED ALONG THE PATH OF EGRESS AT THE FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 fc AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 fc AT THE END OF THE EMERGENCY LIGHT TIME DURATION. A MAXIMUM-T0-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER FOR A DURATION OF NOT LESS THAN 90 MINUTES.
12. INTERIOR LIGHTING SHALL BE CONTROLLED BY OCCUPANT SENSORS THAT TURN OFF THE LIGHTING WITHIN 30 MINUTES OF AN OCCUPANT LEAVING THE SPACE IN ALL OF THE FOLLOWING AREAS:
    A. ALL ROOMS IN BUILDINGS THAT EXCEED 5000 SQUARE FEET IN AREA EXCEPT FOR LIGHTING INTENDED FOR 24 HOUR OPERATION, LIGHTING IN SPACES WHERE PATIENT CARE IS RENDERED, AND SPACES WHERE AUTOMATIC SHUT-OFF WOULD ENDANGER THE SAFETY OR SECURITY OF THE ROOM OR BUILDING OCCUPANT(S);
    B. THE FOLLOWING ROOMS IN BUILDINGS OF 5000 SQUARE FEET OR LESS IN AREA: CONFERENCE AND MEETING ROOMS, EMPLOYEE LUNCH OR BREAK ROOMS, CLASSROOMS (NOT INCLUDING SHOP CLASSROOMS, LABORATORY CLASSROOMS AND CLASSROOMS FOR PRESCHOOL THROUGH THE 12TH GRADE).
13. WHEN NOT SHOWN ON THE PLANS PROVISIONS FOR EXIT DISCHARGE LIGHTING (INCLUDING EXIT DISCHARGE EMERGENCY LIGHTING) ARE DESIGNED BY OTHERS AND THE RESPONSIBILITY OF THE BUILDING OWNER AND SUBJECT TO LOCAL JURISDICTION APPROVAL.

FOUNDATION PLANS:

1. IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF BUILDING AND PROFESSIONAL REGULATIONS THESE BUILDING PLANS DO NOT CONTAIN FOUNDATION SUPPORT AND TIE DOWN SYSTEM DETAILS AND SPECIFICATIONS.
   THE ENGINEER OF BUILDING PLANS SHOULD BY CONTACTED TO OBTAIN APPROPRIATE FOUNDATION PLANS. IF THE FOUNDATION PLANS ARE DESIGNED BY OTHERS, THE ENGINEER OF THE BUILDING PLANS SHALL NOT BE HELD RESPONSIBLE FOR LABEL FOR THE FOUNDATION DESIGN AND THE CONSEQUENTIAL PERFORMANCE OF THE SUPERSTRUCTURE'S STRUCTURAL COMPONENTS AND SYSTEMS RELATING THERETO.

WINDOW & DOOR SPECIFICATIONS:

1. DOUBLE PANE WINDOWS ARE REQUIRED FOR ALL CLIMATE ZONES. SEE COMCHECK ENERGY CALCULATIONS FOR THE MAXIMUM ALLOWED U-FACTOR AND SHGC.
2. THE MAXIMUM ALLOWABLE AIR LEAKAGE RATE FOR WINDOWS IS 0.3 CFM PER SQUARE FOOT OF WINDOW AREA.
3. THE MAXIMUM ALLOWABLE AIR LEAKAGE RATE FOR EXTERIOR DOORS IS 0.3 CFM PER SQUARE FOOT OR DOOR AREA.

PLUMBING NOTES:

1. TOILETS SHALL BE ELONGATED WITH NONABSORBENT OPEN FRONT SEATS.
2. RESTROOM WALLS SHALL BE COVERED WITH NONABSORBENT MATERIAL TO A MINIMUM HEIGHT OF 48 INCHES A.F.F. (70 INCHES MINIMUM IN SHOWERS).
3. ALL PLUMBING FIXTURES SHALL HAVE SEPARATE SHUTOFF VALVES.
4. WATER HEATER SHALL HAVE A T & P RELIEF VALVE WITH DRAIN TO EXTERIOR AND A SHUTOFF VALVE WITHIN 3 FEET ON THE COLD WATER SUPPLY LINE.
5. DWV SYSTEM SHALL BE EITHER ABS OR PVC - DWV.
6. WATER SUPPLY LINES SHALL BE PEX, CPVC, OR COPPER; WHEN PEX SUPPLY LINES ARE INSTALLED THE MAXIMUM WATER HEATER TEMPERATURE SETTING IN 180°F. THE PEX PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS LIMITATIONS AND INSTRUCTIONS.
7. ALL PIPE HANGERS SHALL BE NON-METALLIC OR OF THE SAME METAL AS THE PIPE BEING SUPPORTED. ALL SUPPORTS FOR PLASTIC PIPES SHALL PERMIT FREE MOVEMENT AND/OR THERMAL EXPANSION OF THE PIPE. PIPING SUPPORTS SHALL BE SPACED IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODE AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
8. WATER CLOSETS ARE TANK TYPE AND URINALS ARE FLUSH TANK TYPE UNLESS OTHERWISE SPECIFIED.
9. BUILDING DRAIN AND CLEANOUTS ARE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL.
10. BUILDING OWNER ASSUMES ALL RESPONSIBILITY FOR DRINKING WATER FACILITIES AND SERVICE SINK WHEN NOT SHOWN ON FLOOR PLAN. ALL BUILDING OWNER PROVIDED FACILITIES ARE DESIGNED BY OTHERS.
11. THERMAL EXPANSION DEVICE, IF REQUIRED BY WATER HEATED INSTALLED, AND IF NOT SHOWN ON PLUMBING PLAN IS DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL APPROVAL OF AUTHORITIES HAVING JURISDICTION.

IDENTIFICATION:

NOTE: DATA PLATE, THIRD PARTY LABEL, MBI SEAL AND ALL STATE DECALS TO BE LOCATED ON PANEL BOX DOOR OR SHALL BE PLACED ON THE INTERIOR SIDE OF THE EXTERIOR WALL @ THE HITCH END ABOVE THE T-GRID LOCATION.

NOTES:

1. SITE PLAN NOT AVAILABLE AT THIS TIME. BUILDING DESIGNED TO HAVE FIRE SEPARATION DISTANCE GREATER THAN 10 FT. IN ACCORDANCE WITH THE IBC
2. BUILDING WILL NOT BE LOCATED IN A FLOOD HAZARD AREA.
3. BUILDING SHALL NOT BE SITED WHERE LOCAL CONDITIONS EXCEED THE DESIGN PARAMETERS.

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY:_____ DATE:_____

"PLEASE REVIEW DRAWINGS AND SPECIFICATIONS CAREFULLY. WHILE EVERY EFFORT IS MADE TO ASSURE THE DRAWINGS REFLECT THE EXPECTATIONS AND QUOTATION, THE FINAL CONSTRUCTION WILL BE BASED SOLELY ON THE SPECIFICATIONS AND DRAWINGS APPROVED."

NOTE:
ANY CHANGE THAT NECESSITATES A STRUCTURAL MODIFICATION MAY REQUIRE RESUBMITTAL TO THIRD PARTY AND / OR STATE AGENCIES AND MAY INCUR SCHEDULING DELAYS.

APPROVED PRODUCTS LIST:

PRODUCT CATEGORY	SUB CATEGORY	MANUFACTURED	FL APPROVAL NUMBER (NOA NUMBER)
DOORS	SWINGING EXTERIOR DOOR / ASSEMBLIES W/ VB	FLEMING BARON DOOR PRODUCTS	FL#: 16356-R4
WINDOWS	SINGLE HUNG	WINTECH	FL#: 16259-R4
ROOFING	SINGLE PLY ROOFING	MULE HIDE	FL#: 10703-R11
PANEL WALLS	SIDING	JAMES HARDI	FL#: 13223.2-R7

* IF BUILDINGS ARE LOCATED IN HVHZ ZONES (BROWARD & MIAMI/DADE COUNTIES) THEN WINDOWS AND DOORS SHALL BE COVERED WITH APPROVED SHUTTERS PER FBC, SECTION 2413. BUILDINGS LOCATED IN OTHER THAN HVHZ ZONES SHALL BE COVERED WITH AN IMPACT RESISTANT COVERING.

LISTING
AGENCY APPROVAL

THESE PRINTS COMPLY WITH THE FLORIDA MANUFACTURED BUILDING ACT OF 1979 CONSTRUCTION CODE AND ADHERE TO THE FOLLOWING CRITERIA.

CONST. TYPE	VB
OCCUPANCY	E
ALLOWABLE NO. OF STORIES	1
RISK CATEGORY	II
WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
FIRE RATING OF EXT. WALLS	---
PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC
MJR-201

MANUFACTURER:

MANUFACTURE & ADDRESS: SOUTHEAST MODULAR MFG
2500 INDUSTRIAL STREET
LEESBURG, FL 34748

JOB SITE INFORMATION:

JOB SITE ADDRESS: 921 63rd Steet N. Bld 3420
BRADENTON, FLORIDA

DESIGN CRITERIA / LOADS:

NO OF MODULES: 8
BUILDING SQ.FT: 8,064
TYPE OF CONSTRUCTION: VB
OCCUPANCY USE GROUP: E
OCCUPANCY LOAD: 309

FLOOR DESIGN:
A. FLOOR LIVE LOAD: 50 psf
   (100 psf @ corridor)
   (1000 lb concentrated over 30"x30" area located anywhere on floor)
B. FLOOR DEAD LOAD: 12 psf (Avg)
C. UNIFORM AND CONCENTRATED LIVE LOADS ARE NOT SIMULTANEOUSLY APPLIED.

ROOF DESIGN:
A. ROOF LIVE LOAD: 20 psf
B. ROOF DEAD LOAD: 10 psf
C. GROUND SNOW LOAD: 15 psf
D. FLAT ROOF SNOW LOAD: 15 psf
E. SNOW EXPOSURE FACTOR: Ce = 1.0
F. SNOW IMPORTANCE FACTOR: Is - 1.1
G. SNOW THERMAL FACTOR: Ct = 1.1
H. ROOF SLOPE FACTOR: Cs = 1.0
I. SLOPED ROOF SNOW LOAD: Ps = 0 psf
J. LOW SLOPE SNOW LOAD: Pm = 0 psf
K. DESIGN IS BASED ON ENCLOSED OR PARTIALLY ROOF PER ASCE 7-22

WIND DESIGN:
A. BASIC WIND SPEED (3-SEC GUST): V = 160 MPH
B. ASD WIND SPEED (3-SEC GUST): Vasd = 124 MPH
C. RISK CATEGORY: II
D. WIND EXPOSURE CATEGORY: EXP. = C
E. INTERNAL PRESSURE COEFFICIENT: GCpi = 0.18
F. COMPONENT & CLADDING BASIC DESIGN PRESSURES (ASD DESIGN PRESSURE) FOR ROOF ANGLES 0 TO 7 DEGREES:
   WALL ZONE 5: P = 51.1/-68.2 PSF (Pasd = 30.7/-40.9 PSF)
   WALL ZONE 4: P = 51.1/-50.7 PSF (Pasd = 30.7/-70.5 PSF)
   ROOF ZONE 3r: P = 22.7/-160.0 PSF (Pasd = 13.6/-96.0 PSF)
   ROOF ZONE 3e/2r/2n: P = 22.7/-117.4 PSF (Pasd = 13.6/-70.5 PSF)
   ROOF ZONE 2e/1: P = 22.7/-89.0 PSF (Pasd = 13.6/-53.4 PSF)

G. TORNADO LOAD DESIGN REQUIRED: NO

SEISMIC DESIGN:
A. OCCUPANCY / RISK CATEGORY: II
B. SEISMIC IMPORTANCE FACTOR: 1.0
C. SEISMIC SITE CLASS: D
D. SPECTRAL RESPONSE COEFFICIENTS:
   Ss = .06 S1 = .028
   Sds = .054 Sd1 = .04
E. SEISMIC DESIGN CATEGORY: B
F. SEISMIC FORCE RESISTING SYSTEM: 16
G. RESPONSE MODIFICATION FACTOR: R = 6.5
H. SEISMIC RESPONSE COEFFICIENT:Cs = 0.103
I. DESIGN BASE SHEAR: V = 11870

PERMISSIBLE GAS TYPE: N/A

NAME AND DATE OF CODES:

FL: 8th EDITION 2023 FBCB WITH SUPPLEMENTS, 8th EDITION 2023 FBCP, 8th EDITION 2023 FBCM, 8th EDITION 2023 FBCEC WITH SUPPLEMENTS, 2020 NEC, 8th EDITION 2023 FFPC, 8th EDITION 2023 FBCA ACCESSIBILITY

SPECIAL CONDITIONS AND / OR LIMITATIONS:

1. THIS BUILDING IS NOT DESIGNED FOR PLACEMENT ON THE UPPER HALF OF A HILL OR ESCARPMENT EXCEEDING 15 FEET IN HEIGHT.
2. THIS BUILDING IS NOT DESIGNED TO BE SUBMERGED BELOW THE BASE FLOOD ELEVATION IN A FLOOD HAZARD AREA.
3. THE OWNER SHALL BE RESPONSIBLE TO INSTALL AN APPROVED AND LISTED COMPONENT IN ACCORDANCE WITH ASTM E 1996 OR ASTM E 1866 FOR THE PROTECTION OF ALL EXTERIOR OPENINGS (WINDOWS, DOORS AND LOUVERS) WHEN THIS STRUCTURE IS LOCATED IN A WIND BORNE DEBRIS REGION IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE SECTION 1609.1.2. PRIOR TO FINAL INSPECTION AND OCCUPANCY.

ITEMS NOT INCLUDED IN SCOPE OF WORK AND ARE SITE INSTALLED.

1. PORCHES, STEPS, AND RAMPS TO BE SUPPLIED AND INSTALLED BY OTHERS IN ACCORDANCE WITH THE FBC.
2. PORTABLE FIRE EXTINGUISHERS TO BE SUPPLIED AND INSTALLED ON SITE BY OWNER IN ACCORDANCE WITH SECTION 906 OF THE FBC.
3. ADDITIONAL HANDICAP TOILET FACILITIES PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY. LOCATED WITHIN 500 FEET ON AN ACCESSIBLE ROUTE
4. SERVICE SINK PROVIDED IN ADJACENT BUILDING ON THE SAME PROPERTY AND SUBJECT TO APPROVAL BY LOCAL AUTHORITIES HAVING JURISDICTION.
5. ANY REQUIRED FIRE/SMOKE DETECTION AND/OR SUPPRESSION TO BE INSTALLED BY OTHERS ON SITE IN ACCORDANCE WITH THE FBC AND THE IFC.
6. SOUTHEAST MODULAR TO CONSTRUCT DRAFT STOP IN ACCORDANCE WITH THE FBC WHERE REQUIRED.
7. FIRE RATED DOORS AND ASSEMBLIES SHALL COMPLY WITH SECTION 715 OF THE FBC.
8. MANUAL FIRE ALARM SYSTEM SHALL BE SUPPLIED AND INSTALLED AT SITE BY OTHERS IN ACCORDANCE WITH THE NFPA 72.
9. THE BUILDING OWNER IS RESPONSIBLE FOR THE DEVELOPMENT & DESIGN OF ALL SITE REQUIRED ACCESSIBILITY ELEMENTS. THESE ELEMENTS ARE NOT INCLUDED IN THE SCOPE OF THIS DESIGN. SUBMITTALS ARE REQUIRED BY OWNER THROUGH THEIR DESIGN PROFESSIONAL.
10. EMERGENCY LIGHT DISCHARGE LIGHTING TO BE COMPLETED ON SITE BY OTHERS.
11. FOUNDATION AND CONNECTIONS TO BUILDING TO BE COMPLETED ON SITE BY OTHERS.

THIRD PARTY: HWC
HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

Southeast Modular Manufacturing
2500 INDUSTRIAL STREET

FRAME / CHASSIS:

Frame Type:	Outrigger
Quantity:	(8) EA
Size:	13'-8"x72'-0"
Type:	Outrigger and crossmembers @ 48" O.C. main beams to be 95 1/2" O.C.
Beam Size:	12"x11.8# I-beam
Axles:	(7) 6000# rated underslung with (4) brake & (3) idler (Reconditioned)
Hitch:	Detachable with Standard
Tires:	8x14.5 14 ply rated

Additional Frame / Chassis Items :

NONE

FLOOR CONSTRUCTION:

Floor Joist:	2X8 #2 SYP equal or better (Double Rim Joist)
Framing:	Transverse
Joist:	16" O.C.
Floor Decking:	Single layer 3/4" T&G Sturd-I-Floor. Hold back decking (2") at each side of mateline (floor patch not provided)
Insulation:	R-30 unfaced fiberglass batt
Bottom:	Mobilflex-simplex or equal

FLOOR COVERING:

Type 1: 1/8" commercial grade tile. Do not offset tile.
Hold back tile (4") at each side of the matelines.
Location: (THROUGH-OUT)
Color to be: (STERLING 51904)

Additional Floor Items:

NONE

EXTERIOR WALL CONSTRUCTION:

Framing:	Stud:	2X6 #2 SYP equal or better @ 16" O.C.
	Top Plate:	Double 2X6 #2 SYP equal or better top plate
	Bottom Plate:	Single 2X6 #2 SYP or better bottom plate.
	Header	(3) 2x6 header with (2) 1/2" shim at all exterior openings (UNO)
Wall Sheathing:		7/16" OSB at entire perimeter
Insulation:		R-19 Kraft back fiberglass batt
Siding Type:		5/16" Fiber Cement vertical siding (Sierra) over house wrap with cement board trim (Double stud at 4'-0" seams).
Sidewall Height:		See cross section for heights

EXTERIOR WALLS:

Covering 1: 5/8" Vinyl covered gypsum WITH wrapped battens
Location: (THROUGH-OUT)
Color to be: (RUFF STUFF)

Additional Exterior Wall Items:

NONE

INTERIOR WALL CONSTRUCTION:

Framing:	Stud:	2X4 #2 SYP equal or better @ 16" O.C.
	Top Plate:	Double 2X4 #2 SYP equal or better top plate
	Bottom Plate:	Single 2X4 #2 SYP or better bottom plate.
Framing:	Stud:	2X6 #2 SYP equal or better @ 16" O.C. Plumbing Walls
	Top Plate:	Double 2X4 #2 SYP equal or better top plate
	Bottom Plate:	Single 2X4 #2 SYP or better bottom plate.
	Wall height:	8'-6"
		Full height to underside of rafters
		Full height to roof deck (deck-to-deck) @ Corridor.
Insulation:		R-13 unfaced fiberglass batt

INTERIOR WALLS:

Covering 1: 5/8" Vinyl covered gypsum with wrapped battens
Location: (THROUGH-OUT)
Color to be: (RUFF STUFF)

Covering 1: 5/8" Type X Vinyl covered gypsum WITH wrapped battens (Fire caulk / tape as required)
Location: (1-Hour rated walls) @ Corridor.
Color to be: (RUFF STUFF)
Note: Extended to roof deck / offset seams

Additional Interior Wall Items:

Item 1: One hour fire rated walls are extended to roof deck (see floor plan for locations).

ROOF CONSTRUCTION:

Roof Type:	Transverse ridge
Truss:	Engineered truss (Truss #: SW-NB28101)
Spacing:	24"O.C.
Mate Beam:	2-layer 3/4" Plywood rated sheathing, Exposure 1, Structural 1, 5 ply/ 5 layer
Height:	24"
Length:	72"
Mate Beam:	4-layer 3/4" Plywood rated sheathing, Exposure 1, Structural 1, 5 ply/ 5 layer
Height:	24"
Length:	72"
Insulation:	R-38 unfaced fiberglass batt with support netting
Sheathing:	7/16" OSB decking with F.R. adhesive or equal WITH H-Clips (Class C rating)
Roofing:	45 mil White single ply fully adhered EPDM

CEILING:

Type 1: 2'x4' Standard T-Grid (Armstrong Mineral Fiber Tile # 769A or equal)
Height: 8'-0"
Location: (Through-out)

Type 2: Double 5/8" Gypsum
Height: @ Bottom of Rafter
Location: (Through-out)

Installed at factory, held back at module lines.

Additional Roof :

Item 1: 2-layer of 5/8" Type-X unfinished gypsum board (taped and bedded) installed on underside of rafters at Corridor.

FINISHES:

FLOOR COVERING:

Type 1: 1/8" commercial grade tile. Do not offset tile.
Hold back tile (4") at each side of the matelines.
Location: (THROUGH-OUT)
Color to be: (STERLING 51904)

BASE:

Cove Base 1: 2" Vinyl Covered Batten
Location: (THROUGH-OUT)
Color to be: (STANDARD PREFINISHED)

Covering 1: 5/8" Vinyl covered gypsum with wrapped battens
Location: (THROUGH-OUT)
Color to be: (RUFF STUFF)

Covering 2: 5/8" Type X Vinyl covered gypsum with wrapped battens (Fire caulk / tape as required)
Location: (1-Hour rated walls)
Color to be: (RUFF STUFF)
Note: Extended to roof deck / offset seams

TRIM:

Wall Trim 1: Vinyl covered battens
Color to be: (Match VCG)

CEILING:

Type 1: 2'x4' Standard T-Grid (Armstrong Mineral Fiber Tile # 769A or equal)
Height: 8'-0"
Location: (Through-out)
Installed at factory, held back at module lines.

EXTERIOR:

Siding body:	Color: (WOOL SKEIN SW6148)
False Mansard:	Color: (WOOL SKEIN SW6148)
4" Corner trim:	Color: (ARTISIAN TAN SW7540)
4" Door & window trim:	Color: (ARTISIAN TAN SW7540)
4" Bottom Horizontal trim:	Color: (ARTISIAN TAN SW7540)
4" Intermediate horizontal trim:	Color: (ARTISIAN TAN SW7540)
4" Top horizontal trim:	Color: (ARTISIAN TAN SW7540)
4" Mateline trim:	Color: (ARTISIAN TAN SW7540)
All paint to be:	Satin Finish (Sherwin Williams)

EXTERIOR/INTERIOR DOORS: (SEE DOOR SCHEDULE)

WINDOWS: (SEE WINDOW SCHEDULE)

CLOSEUP:

Type:	Standard
Notes:	Module width WILL exceed 14'-0" (Including door hardware and lights)

ACCESSORIES:

Cabinets:	None provided
Accessories:	IBosins 12 Pack Black Coat Hooks
Shelving:	80 L.F. of 12" deep melamine shelf with (24) 10 1/2"x7 1/2" shelf bracket
	Color to be: (GRAY)
NOTE:	10' in each classroom

SKIRTING:

None Provided

APPROXIMATE WEIGHT PER FLOOR:

32,100 +/- LBS MODULE(S): MOD A
37,600 +/- LBS MODULE(S): MOD B
34,900 +/- LBS MODULE(S): MOD D

APPROXIMATE SHIPPING HEIGHT:

14'-9 5/8" +/-

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY: _____ DATE: _____

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NOTE:
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LISTING AGENCY APPROVAL

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CONST. TYPE	VB
OCCUPANCY	E
ALLOWABLE NO. OF STORIES	1
RISK CATEGORY	II
WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
FIRE RATING OF EXT. WALLS	----
PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC MJR-261

THIRD PARTY: HWC
HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

Southeast Modular Manufacturing
2500 INDUSTRIAL STREET - LEESBURG, FL 34748
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SUNBELT MODULAR, INC.

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2024©

DEALER: SMART MODULAR

PROJECT: VISIBLE MEN ACADEMY

PROJECT #: 1578-

STATES: FLORIDA

SERIAL NUMBERS: SMM 20968

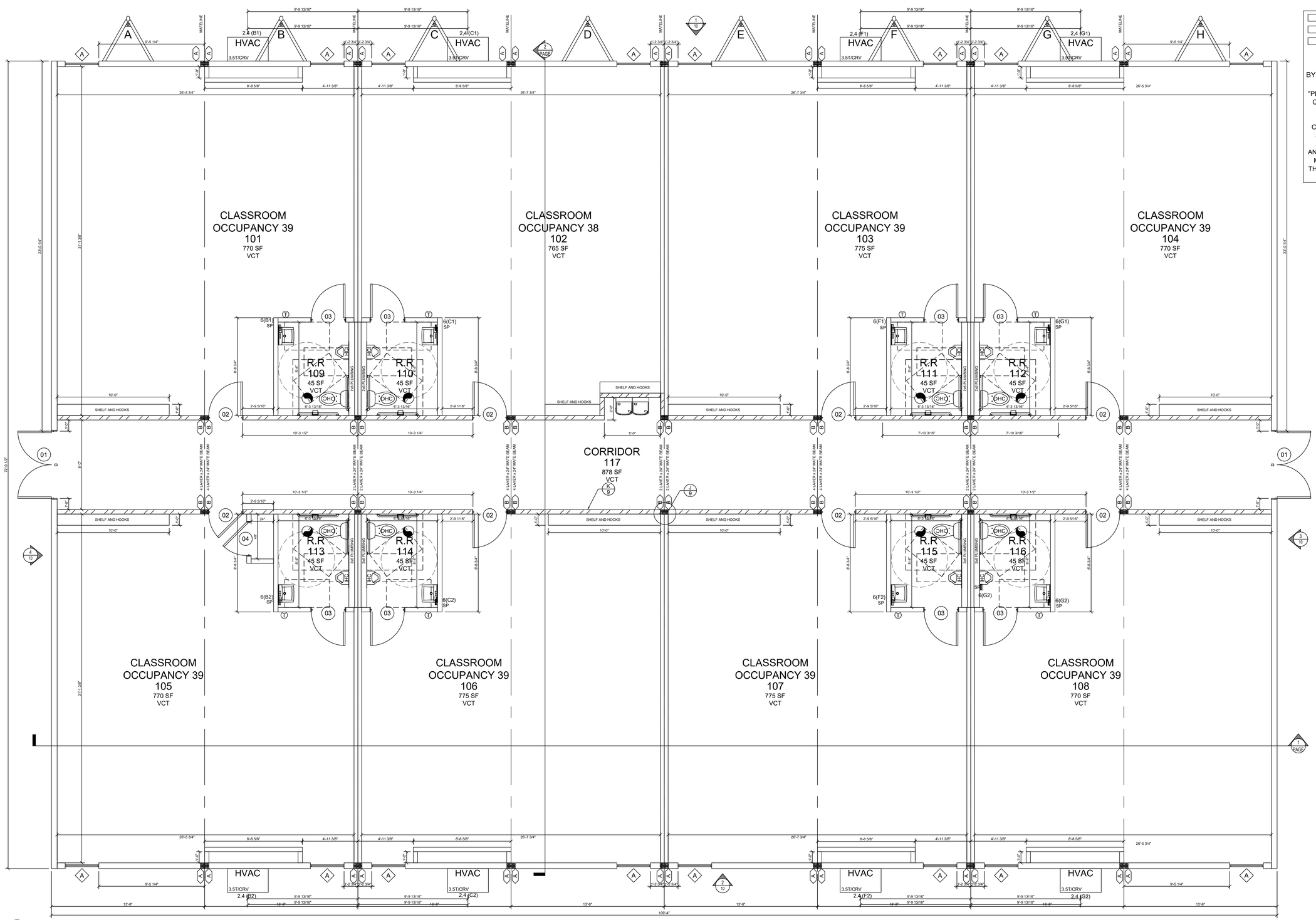
DRAWN BY: TM

PLOT DATE: 4/2/2024

REV # / DATE:
---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ----

WALTER E. WOOD P.E.
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

SHEET: 2 *OF* 11

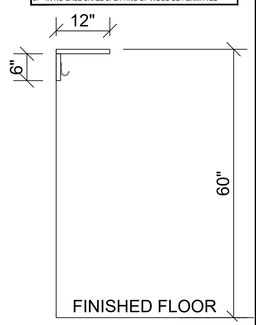


1 FLOOR PLAN

1/4"=1'-0" SQUARE FOOTAGE - 8,064 S.F.
OCCUPANCY LOAD = 309

2 SHELF DETAIL

3/4"=1'-0"



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HATCHING LEGEND:

2x4 INTERIOR FULL HEIGHT WALL WITH 7/16" OSB ON CORRIDOR SIDE OF WALL, 1/2" SOUND BOARD ON CLASSROOM SIDE & R-13 INSULATION

PLUMBING:

Symbol	Type	Qty	Note	Description
WC	Water Closet	8		Floor mtd. ADA elongated tank type with shut off valve / flush handle to be on open side of r.r. (Factory standard)
U	Urinal	7		Wall hung white vitreous with commercial grade flush valve and shut off valve with rim at 17" a.f.f. (Factory standard)
GB	Grab Bars	8		Set(s) with (1) each 42", and 36" horizontal (Factory standard)
PH	Paper Holder	8		Single roll wall mount toilet paper holder mtd. ADA height (Factory standard)
LAV	Lavatory	8		19" X 17" White vitreous wall hung with ADA handles and shut off valves, and ASSE-1070 3/8" temperate mixing valve (Factory standard)
M	Mirror	8		18"x36" w/ clips mtd. 36" to bottom edge (Factory standard)
DF	Drinking Fountain	1		Wall hung split-level handicap refrigerated with cane apron (30" to lower spout) (Factory standard)
WH	Water Heater	9	Eemax SP3512 or equal	Insta-Hot (Electric - 120V)
	Supply	2		CPVC with pipe insulation as required
	DWV System	2		PVC Schedule 40 (Manifold is by others)

STRUCTURAL LEGEND

ALL INTERIOR DIMENSIONS ARE FROM FINISH TO FINISH & ALL EXTRIOR DIMENSIONS ARE FROM STUD TO STUD

Symbol	Description	Qty
B	(3) 2X4 #2 SYP OR BETTER WITH (2) 20GA STRAPS FASTENED WITH (7) 1SGA. X 7/16" STAPLES OR NAILS (8) 8d NAILS EACH END OF STRAP	TYP @ 28 LOCATIONS
A	(3) 2X6 #2 SYP OR BETTER WITH (2) 20GA STRAPS FASTENED WITH (7) 1SGA. X 7/16" STAPLES OR NAILS (8) 8d NAILS EACH END OF STRAP	TYP @ 28 LOCATIONS

X = COLUMN TYPE
Y = # OF STRAPS

COLUMN NOTES: • INDICATES BEARING STIFFENER REQUIRED

1. COLUMN TYPE SHOWN IS EACH SIDE OF MATELINE.
2. ALL COLUMN STUDS SHALL BE GLUED TOGETHER WITH 100% PVA GLUE.
3. EACH COLUMN STUD TO BE NAILED TO ADJACENT STUD WITH 0.148Ø X 3" NAILS @ 6" O.C. STAGGERED.
4. COLUMN STUDS SHALL NOT BE NOTCHED OR HAVE HOLES BORED IN THEM.
5. MATELINE BEAM SHALL BE FASTENED TO THE MATELINE BEAM WITH 100% PVA FLUE COVERAGE AND 0.148Ø X 3" NAILS @ 4" O.C.
6. FLOOR BLOCKING REQUIRED SAME WIDTH AS COLUMN.

STRAPPING NOTES:

1. PROVIDE 1/2" MIN. SPACE BETWEEN ALL STAPLES & 1" MIN. SPACE BETWEEN NAILS.
2. INSTALL ALL FASTENERS IN THE CENTER 1/3 OF STRAP WIDTH.
3. NO MORE THAN ON FASTENER SHALL BE INSTALLED THROUGH ANY SECTION OF STRAP WIDTH.
4. DO NOT INSTALL FASTENERS SIDE-BY-SIDE.
5. IN NO CASE SHALL SPLITTING OF WOOD BE PERMITTED

WINDOWS:

Qty	NO.	Type	Glazing	Size	Rough Opening	U-Factor	SHGC	Mini-Blind	Notes
16	A	WHITE VINYL VERTICAL SLIDER	CLEAR, DUAL GLAZED, LOW-E	3/0X5/0	36 1/2"x60 1/2"	0.30	0.24	VINYL MINIBLINDS COLOR: (WHITE)	HEADER AT 80" AFF

DOORS:

Qty	NO.	Type	Jamb	Wall Thickness	Glazing	Size	Rough Opening	U-Factor	Color	Closer	Deadbolt	Hardware	Fire Rating	Keying	Notes
2	01	DBL. COMMERCIAL STEEL, 18 GA.	16 GA.	6 3/8"	SNG GLAZE CLEAR 1/4X22X26 TEMPERED PANE	6/0X6/8	76" x 82"	0.35	DOOR / JAMB: T.B.D. (SAME BOTH SIDES)	TELL 600	NONE	PANIC-TELL 8300 WITH KEYED LEVER TRIM	NONE	ALIKE	HINGES, WEATHERSTRIPPING, THRESHOLD, & REMOVABLE MULLION
8	02	PREFINISHED SOLID CORE	BROWNTONE METAL FRAME	4 3/4"	4"X25" FIRE LIGHT FRAME AND GLASS	3/0X6/8	38" x 81"	N/A	IMPERIAL OAK	TELL 600	NONE	KEYED LEVER (GRADE 2)	20 MIN.	KEYED	B.B. HINGES, WALL MOUNT STOPS, & SMOKE SEALS
8	03	PREFINISHED SOLID CORE	BROWNTONE METAL FRAME	4 3/4"	NONE	3/0X6/8	38" x 81"	N/A	IMPERIAL OAK	NONE	NONE	PRIVACY LEVER (GRADE 2)	20 MIN.	N/A	B.B. HINGES, & WALL MOUNT STOPS
1	04	PREFINISHED SOLID CORE	WITH BROWNTONE	4 1/2"	NONE	3/0X6/8	38" x 81"	N/A	IMPERIAL OAK	NONE	NONE	KEYED LEVER	NONE	KEYED	HINGES & WALL MOUNT STOPS

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PROJECT: VISIBLE MEN ACADEMY

PROJECT #: 1578-

STATES: FLORIDA

SERIAL NUMBERS: SMM 20968

DRAWN BY: TM

PLOT DATE: 4/2/2024

REV # / DATE:

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APPROVAL DATE	
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HIGH VELOCITY HURRICANE ZONE	NO

HWC MJR1201

THIRD PARTY: HWC
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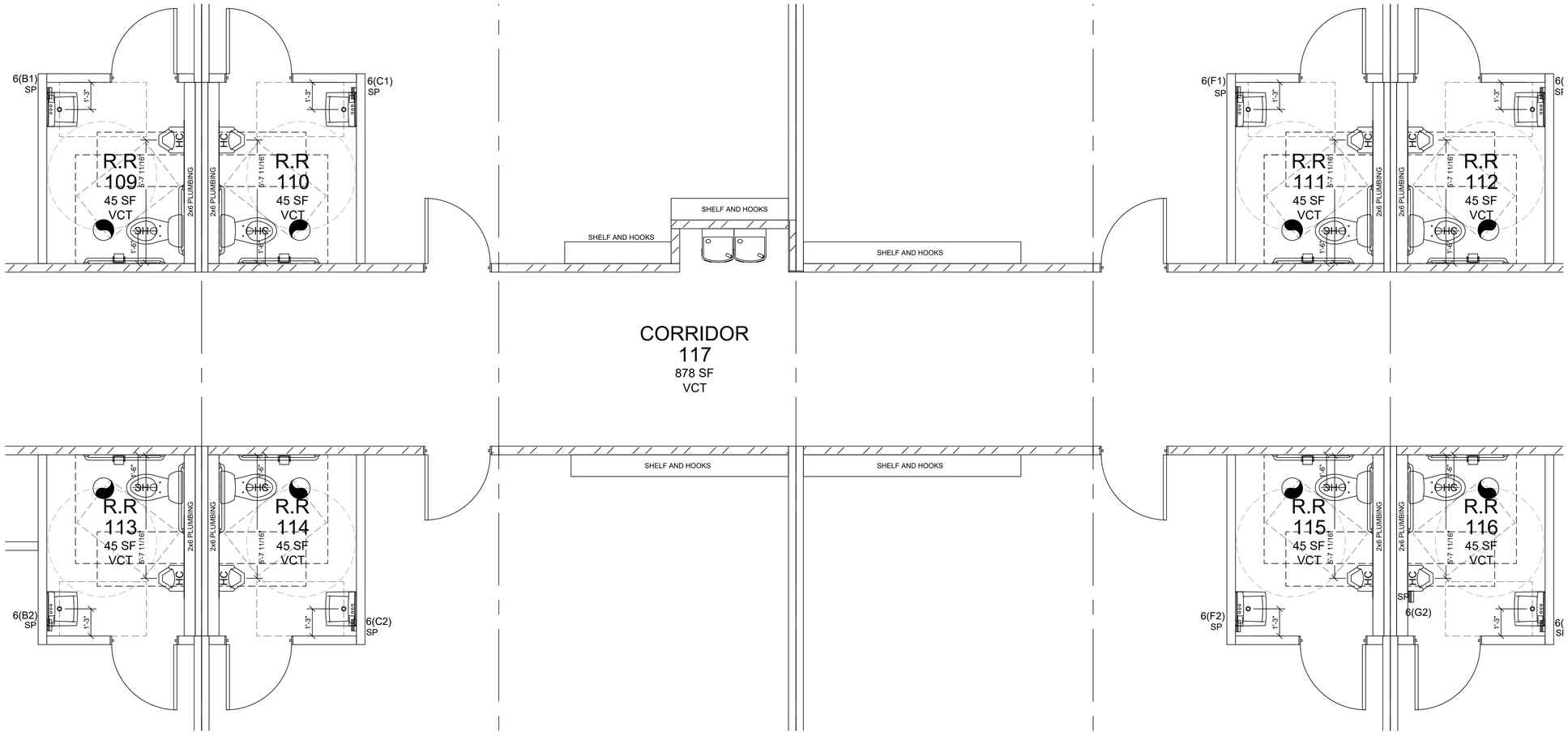


1 PLUMBING PLAN
3/8"=1'-0"

PLUMBING:

Symbol	Type	Qty	Note	Description
	Water Closet	8		Floor mtd. ADA elongated tank type with shut off valve / flush handle to be on open side of r.r. (Factory standard)
	Urinal	7		Wall hung white vitreous with commercial grade flush valve and shut off valve with rim at 17" a.f.f. (Factory standard)
	Grab Bars	8		Set(s) with (1) each 42", and 36" horizontal (Factory standard)
	Paper Holder	8		Single roll wall mount toilet paper holder mtd. ADA height (Factory standard)
	Lavatory	8		19" X 17" White vitreous wall hung with ADA handles and shut off valves, and ASSE-1070 3/8" temperate mixing valve (Factory standard)
	Mirror	8		18"x36" w/ clips mtd. 38" to bottom edge (Factory standard)
	Drinking Fountain	1		Wall hung split-level handicap refrigerated with cane apron (30" to lower spout) (Factory standard)
SP	Water Heater	9	Eemax SP3512 or equal	Insta-Hot (Electric - 120V)
	Supply	2		CPVC with pipe insulation as required
	DWV System	2		PVC Schedule 40 (Manifold is by others)

COLD & HOT SCHEMATIC

SYM	DESCRIPTION
———	COLD WATER LINE
– – –	HOT WATER LINE

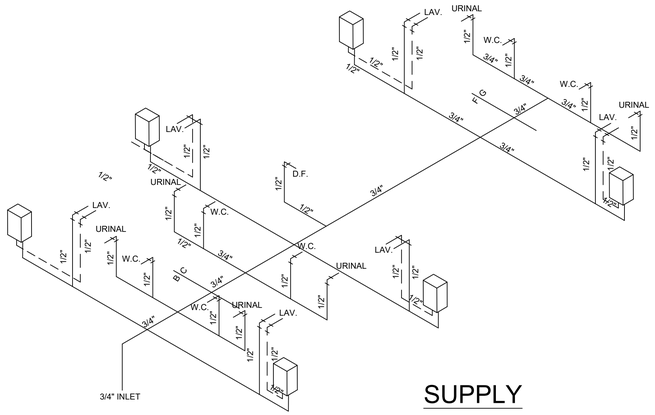
1. MAX PRESSURE RANGE @ CONNECTION: 50-59
2. MAX DEVELOPED LENGTH: 100'

NOTE:
- A. ALL JOINTS TO BE BY MANUFACTURER APPROVED METHODS.
- B. A SHUT-OFF VALVE SHALL BE INSTALLED AT EACH FIXTURE AND WATER HEATER.
- C. LINES TO BE SUPPORTED VERTICALLY MAX. 4' O.C.
- D. LINES TO BE SUPPORTED HORIZONTALLY MAX 32" O.C.
- E. ALL PIPING IN CEILING CAVITY TO BE INSULATED AS APPLICABLE.
- F. ALL HOT WATER PIPING EXPOSED IN CHASE CAVITY OR NON-INSULATED INTERIOR WALLS TO BE INSULATED WITH MIN. R-3.
- G. HOT WATER PIPING INSULATION NOT REQUIRED IN INTERIOR WALLS WITH R-3 INSULATION OR BETTER. INSULATION SHALL BE INSTALLED O BOTH SIDES OF PIPE.

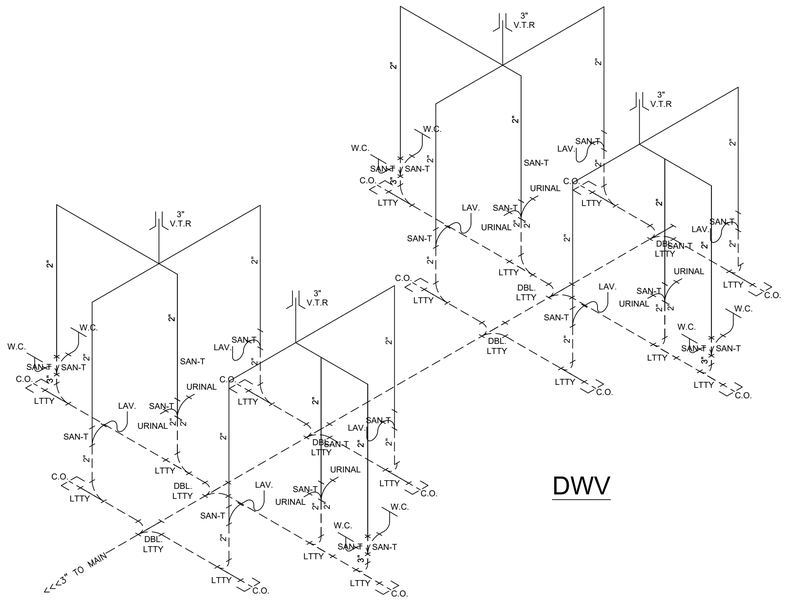
WASTE & VENT LEGEND

SYM	DESCRIPTION
———	WASTE DRAIN (FACTORY INSTALLED)
– – –	WASTE DRAIN (SUPPLIED & INSTALLED BY OTHERS)
———	WASTE VENT (FACTORY INSTALLED)

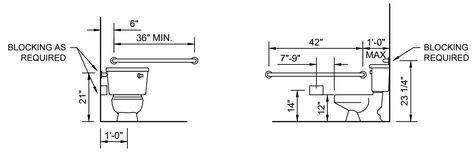
NOTE:
1. PIPING SHALL BE PVC SCHEDULE 40.
2. ALL JOINTS SHALL BE MADE WITH FITTING EITHER SOLVENT WELDED OR THREADED ACCORDING TO APPROVED METHODS.
3. VERTICAL PIPING SHALL BE SUPPORTED AT BASE, MIDDLE, AND TOP.
4. HORIZONTAL PIPING SHALL BE SUPPORTED MIN. 4' O.C. AND AT EACH CHANGE OF DIRECTION.
5. ALL P-TRAP EXTENSION ARMS OVER 3' MIN. MUST BE SUPPORTED AT BASE AND AS CLOSE TO P-TRAP AS POSSIBLE.
6. 1-1/2" AND 2" HORIZONTAL DRAIN LINES SHALL BE INSTALLED WITH A SLOPE OF 1/4" PER FOOT.
7. 3" AND 4" HORIZONTAL DRAIN LINES SHALL BE INSTALLED WITH A SLOPE OF 1/8" PER FOOT.
8. ALL VENTS THRU-ROOF MUST PENETRATE ROOF COVERING A MIN. OF 6" AND MUST BE PROPERLY FLASHED.
9. FLASHING TO BE LEAD, COPPER, ALUMINUM, PLASTIC, OR NEOPRENE OF AN APPROVED MATERIAL.



SUPPLY

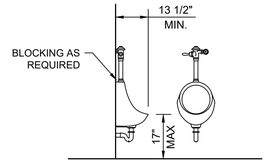


DWV



HANDICAPPED WATER CLOSET FRONT VIEW (KIDDY RESTROOMS)

HANDICAPPED WATER CLOSET SIDE VIEW (KIDDY RESTROOMS)



HANDICAPPED WALL HUNG URINAL CLEARANCES

SYMBOL	DESCRIPTION
LTTY	LONG TURN T-WYE
SAN.-T	SANITARY TEE
LAV.	LAVATORY
W.C.	WATER CLOSET
V.T.R.	VENT TO ROOF
F.D.	FLOOR DRAIN

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APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC
MJR281

THIRD PARTY: HWC
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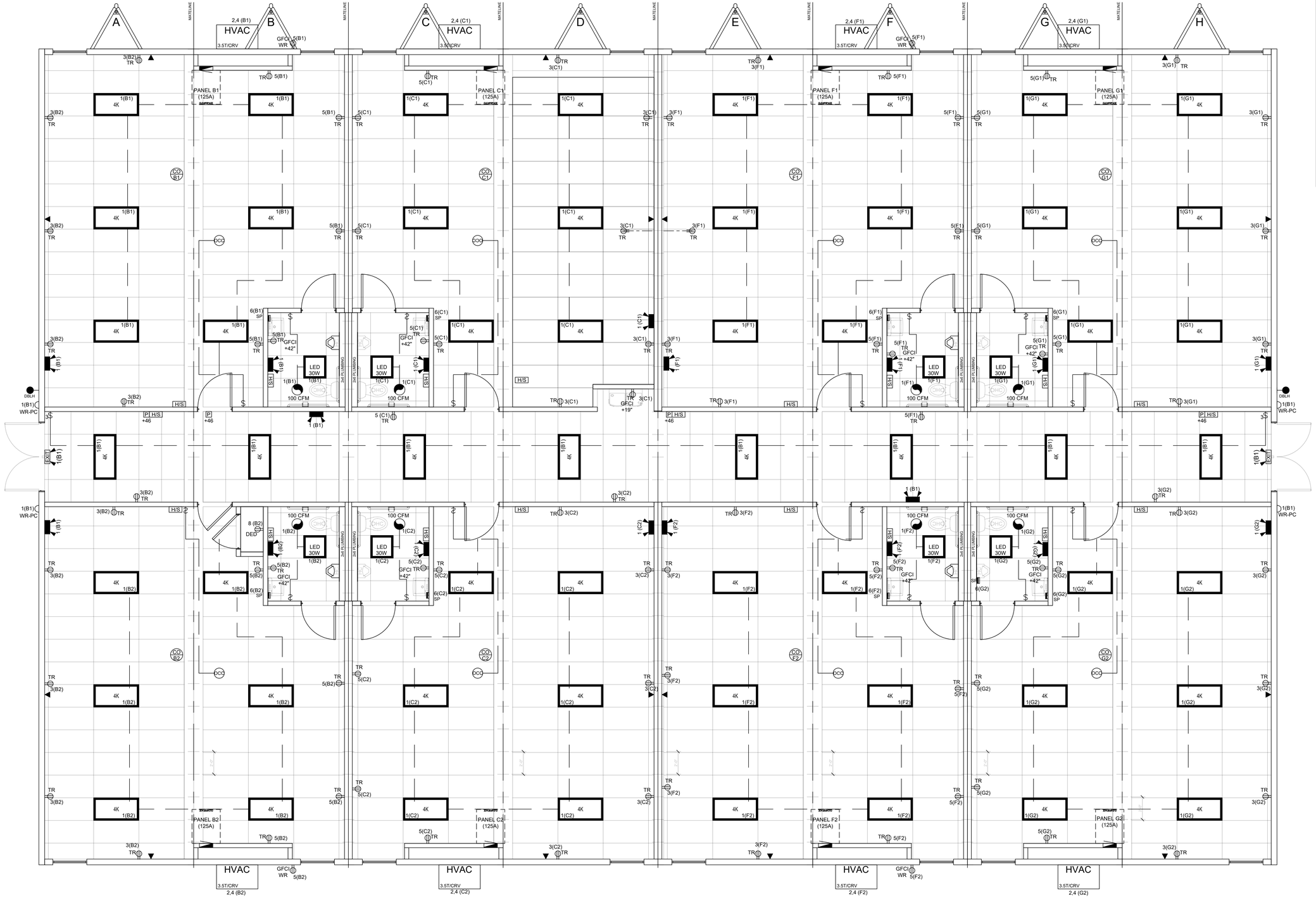

1 ELECTRICAL PLAN
1/4"=1'-0"

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

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ELECTRICAL:

Symbol	Type	Qty	Note	Description
	Elec Service	1		120/240V 60 HZ, single phase / HVAC to be 90° THHN copper wire, run in flex conduit
	Elec Raceway	1		MC Cable/flex
	Elec Panel	8		120/240V 1 PH 125 amp panel w/ 125 amp main breaker, Interior NEMA 1 mtd. 60" a.f.f. to top (service entrance: 2" EPVC conduit thru floor) (Factory standard)
4K	Lights	56	4000 Lumen	2'x4' Flat panel LED recessed lay-in with dimmable electronic ballast (Factory standard)
MR	Lights	8		2'x2' 30W Flat panel LED (3900 Lumens) recessed lay-in with electronic ballast (Factory standard)
PC	Lights	4	West Durable Durawall 26 or equal	Weather resistant 26W LED porch light with photocell mtd. 84" to center
	Emerg. Light	2		Exterior remote head mtd. 84" a.f.f. (Factory standard)
	Emerg. Light	1		Interior double head battery pack mtd. 90" a.f.f. (Factory standard)
$	Switch	16		20a/120v Standard single toggle w/ cover plate mtd. 48" a.f.f. (Factory standard)
$3	Switch	2		20a/120v 3-Way wall mtd. single toggle w/ cover plate mtd. 48" a.f.f. (Factory standard)
OCC	Occupancy Sensor	8	Sensor: CI-205 / Power pack: BZ-150 or equal	Ceiling mounted occupancy sensor w/ power pack
GFCI WR	Receptacle	4		20a/120v GFCI "WR" rated exterior receptacle with weatherproof in-use cover mtd. 18" a.f.f. (Factory standard)
DED	Receptacle	1		20a/120v Dedicated Duplex w/ cover plate mtd. 18" a.f.f. (Factory standard)
TR	Receptacle	77		20a/120v Tamper resistant duplex w/ cover plate mtd. 18" a.f.f. (Factory standard)
GFCI	Receptacle	9	@ R.R	20a/120v GFCI Tamper resistant duplex w/ cover plate mtd. 42" a.f.f. (Factory standard)
	J-Box	16	3/4" Conduit stubbed above ceiling	2x4 Empty box w/ blank cover plate mtd. 18" a.f.f. for future phone/data (Factory standard)
P	J-Box	4		4X4 Empty J-box w/ ring gang mud ring, cover plate and 3/4" conduit stubbed above ceiling mtd. 48" to center for pull station by alarm provider (Factory standard)
H	J-Box	19		4X4 Empty J-box w/ extension ring, cover plate and 3/4" conduit stubbed above ceiling mtd. 82" to center of the device for horn / strobe by alarm provider (Factory standard)
	Exhaust Fan	7	Broan: 671 or equal	100 CFM Ceiling mounted / vent thru roof
T	T-Stat	8		Programmable T-Stat(s) mtd. 48" to center (Factory standard)
	Device Color	1		Color to be: (WHITE) / Exterior device(s) and mansonry boxes with metal cover plate as applicable

NOTE:
1. ALL A.F.F. DIMENSIONS ARE TO THE CENTER OF THE DEVICE BOX UNLESS NOTED OTHERWISE (REFER TO SCHEDULE AND PLANS FOR HEIGHTS).
2. ALL ELECTRICAL ITEMS ARE FACTORY STANDARD UNLESS NOTED OTHERWISE.
3. BLANK COVERS WILL BE PROVIDED ON J-BOXES UNLESS NOTED OTHERWISE.
4. ALL EXTERIOR ELECTRICAL DEVICES TO BE WEATHERPROOF.

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HWC
MJR-201

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SHEET:
5
OF
11

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	456 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		900 / 6840	2	4		
12	Receptacles	5	20	1080 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 1800	20	8	DED-CLOSET	12
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				11876	9540	Total			

ELECTRICAL CALCULATION: — **PANEL MOD B2**

GENERAL LIGHTING:

456	WATTAGE X 125%	=	570 watts
12	RECEPTACLES	=	3780 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
21530	watts	divide by 240 volts=	90 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	462 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		0 / 6840	2	4		
12	Receptacles	5	20	0 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		1080 / 1800	20	8	DED-CLOSET	12
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				10802	9720	Total			

ELECTRICAL CALCULATION: — **PANEL MOD B2**

GENERAL LIGHTING:

462	WATTAGE X 125%	=	578 watts
13	RECEPTACLES	=	3960 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
21718	watts	divide by 240 volts=	90 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	426 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		900 / 6840	2	4		
12	Receptacles	5	20	1080 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				11846	7740	Total			

ELECTRICAL CALCULATION: — **PANEL MOD C1**

GENERAL LIGHTING:

426	WATTAGE X 125%	=	533 watts
11	RECEPTACLES	=	1980 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19693	watts	divide by 240 volts=	82 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	432 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		1080 / 6840	2	4		
12	Receptacles	5	20	900 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				11672	7920	Total			

ELECTRICAL CALCULATION: — **PANEL MOD C2**

GENERAL LIGHTING:

432	WATTAGE X 125%	=	540 watts
11	RECEPTACLES	=	1980 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19700	watts	divide by 240 volts=	82 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

CO
Branch Breakers: 10kAIC — 125 AMP 120/240V 1 PHASE — PANEL WITH 125 AMP MAIN BREAKER — EXTERIOR: NEMA 3R — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	432 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		900 / 6840	2	4		
12	Receptacles	5	20	1260 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				12032	7740	Total			

ELECTRICAL CALCULATION: — **PANEL MOD F1**

GENERAL LIGHTING:

432	WATTAGE X 125%	=	540 watts
12	RECEPTACLES	=	2160 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19880	watts	divide by 240 volts=	83 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	435 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		900 / 6840	2	4		
12	Receptacles	5	20	1080 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				11855	7740	Total			

ELECTRICAL CALCULATION: — **PANEL MOD F2**

GENERAL LIGHTING:

435	WATTAGE X 125%	=	544 watts
11	RECEPTACLES	=	1980 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19704	watts	divide by 240 volts=	82 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	438 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		900 / 6840	2	4		
12	Receptacles	5	20	900 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		0 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				11678	7740	Total			

ELECTRICAL CALCULATION: — **PANEL MOD G1**

GENERAL LIGHTING:

438	WATTAGE X 125%	=	548 watts
10	RECEPTACLES	=	1800 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19528	watts	divide by 240 volts=	81 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

Main Breaker: 22kAIC — 125 AMP 120/240V 1 PHASE — EXTERIOR: NEMA 3R
Branch Breakers: 10kAIC — PANEL WITH 125 AMP MAIN BREAKER — MC-CABLE

WS	Description	Circuit	BRK	A	B	BRK	Circuit	Description	WS
12	Lights	1	20	432 / 6840		60	2	3.5 Ton AC Unit w/ 10KW	6
12	Receptacles	3	20		0 / 6840	2	4		
12	Receptacles	5	20	0 / 3500		30	6	SP3512 Tankless Water Heater	10
	Space	7	0		1080 / 0	0	8	Space	
	Space	9	0	0 / 0		0	10	Space	
	Space	11	0		0 / 0	0	12	Space	
				10772	7920	Total			

ELECTRICAL CALCULATION: — **PANEL MOD G2**

GENERAL LIGHTING:

432	WATTAGE X 125%	=	540 watts
11	RECEPTACLES	=	1980 watts
1	HVAC UNITS	=	13680 watts
1	W.H. x 125%	=	3500 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
0		=	0 watts
19700	watts	divide by 240 volts=	82 AMPS TOTAL

TYPE OF PANEL: LOAD CENTER

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY: _____ DATE: _____

"PLEASE REVIEW DRAWINGS AND SPECIFICATIONS CAREFULLY. WHILE EVERY EFFORT IS MADE TO ASSURE THE DRAWINGS REFLECT THE EXPECTATIONS AND QUOTATION, THE FINAL CONSTRUCTION WILL BE BASED SOLELY ON THE SPECIFICATIONS AND DRAWINGS APPROVED."

NOTE:
ANY CHANGE THAT NECESSITATES A STRUCTURAL MODIFICATION MAY REQUIRE RESUBMITTAL TO THIRD PARTY AND / OR STATE AGENCIES AND MAY INCUR SCHEDULING DELAYS.

LISTING
AGENCY APPROVAL

THESE PRINTS COMPLY WITH THE FLORIDA MANUFACTURED BUILDING ACT OF 1979 CONSTRUCTION CODE AND ADHERE TO THE FOLLOWING CRITERIA.

CONST. TYPE	VB
OCCUPANCY	E
ALLOWABLE NO. OF STORIES	1
RISK CATEGORY	II
WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
FIRE RATING OF EXT. WALLS	----
PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC
MUR-281

THIRD PARTY: HWC
HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

Southeast Modular Manufacturing
2500 INDUSTRIAL STREET - LEESBURG, FL 34748
PH 352-728-2930 FAX 352-728-3093
SUNBELT MODULAR, INC.

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DEALER: SMART MODULAR

PROJECT: VISIBLE MEN ACADEMY

PROJECT #: 1578-

STATES: FLORIDA

SERIAL NUMBERS: SMM 20968

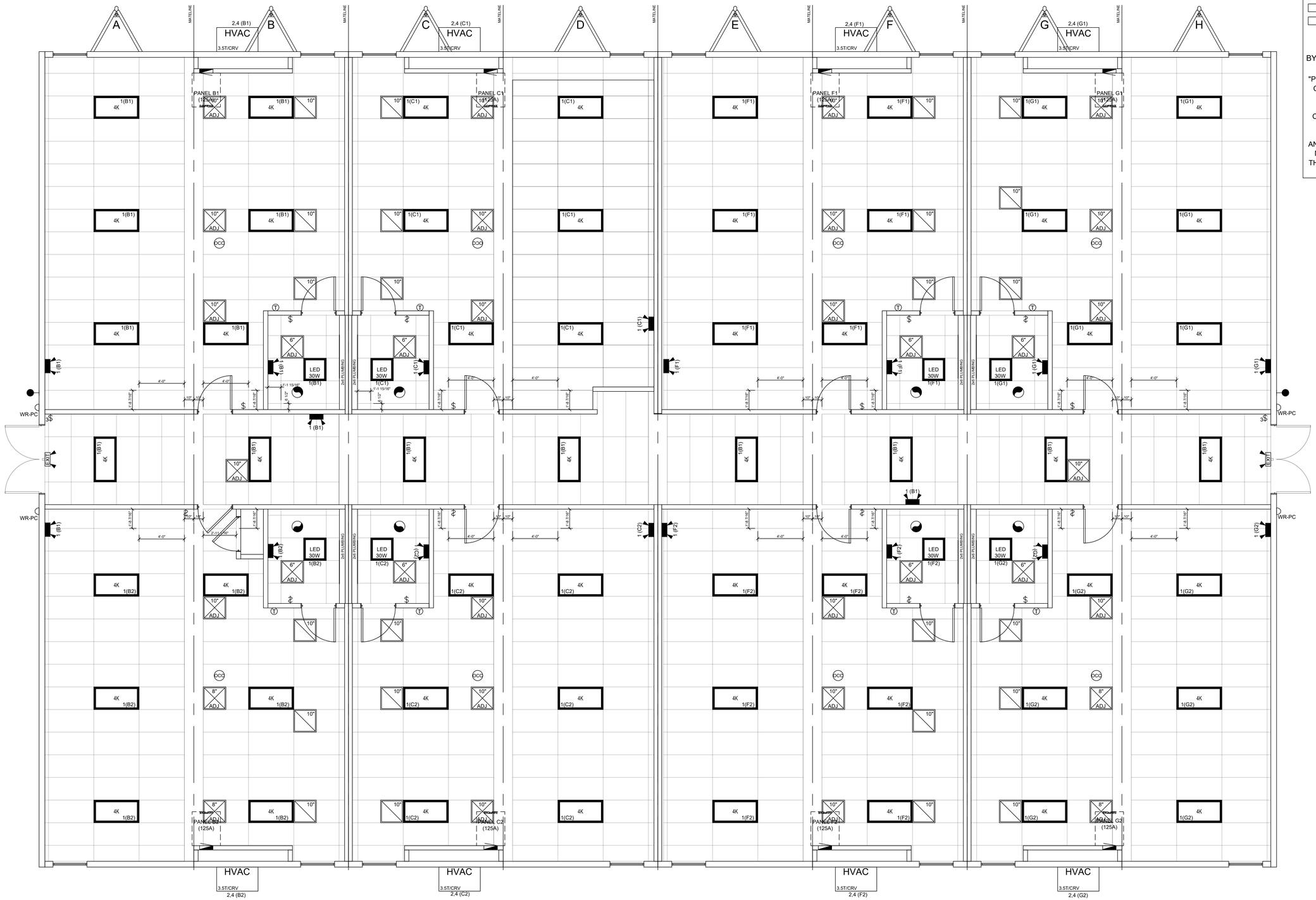
DRAWN BY: TM

PLOT DATE: 4/2/2024

REV # / DATE:
---- ---- ---- ---- ---- ---- ---- ---- ---- ---- ----

WALTER E. WOOD P.E.
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

SHEET: 6 *OF* 11



1 REFLECTED CEILING PLAN

1/4"=1'-0"

APPROVED

APPROVED EXCEPT AS NOTED

REVISE AND RESUBMIT

BY: _____ DATE: _____

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CEILING LEGEND

INDICATES T-GRID SUSPENDED CEILING INSTALLED @ FACTORY

CEILING LEGEND

INDICATES T-GRID SUSPENDED CEILING INSTALLED @ FACTORY

Southeast Modular Manufacturing

2500 INDUSTRIAL STREET - LEESBURG, FL 34748

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LISTING AGENCY APPROVAL

THESE PRINTS COMPLY WITH THE FLORIDA MANUFACTURED BUILDING ACT OF 1979 CONSTRUCTION CODE AND ADHERE TO THE FOLLOWING CRITERIA.

CONST. TYPE	VB
OCCUPANCY	E
ALLOWABLE NO. OF STORIES	1
RISK CATEGORY	II
WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
FIRE RATING OF EXT. WALLS	----
PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC

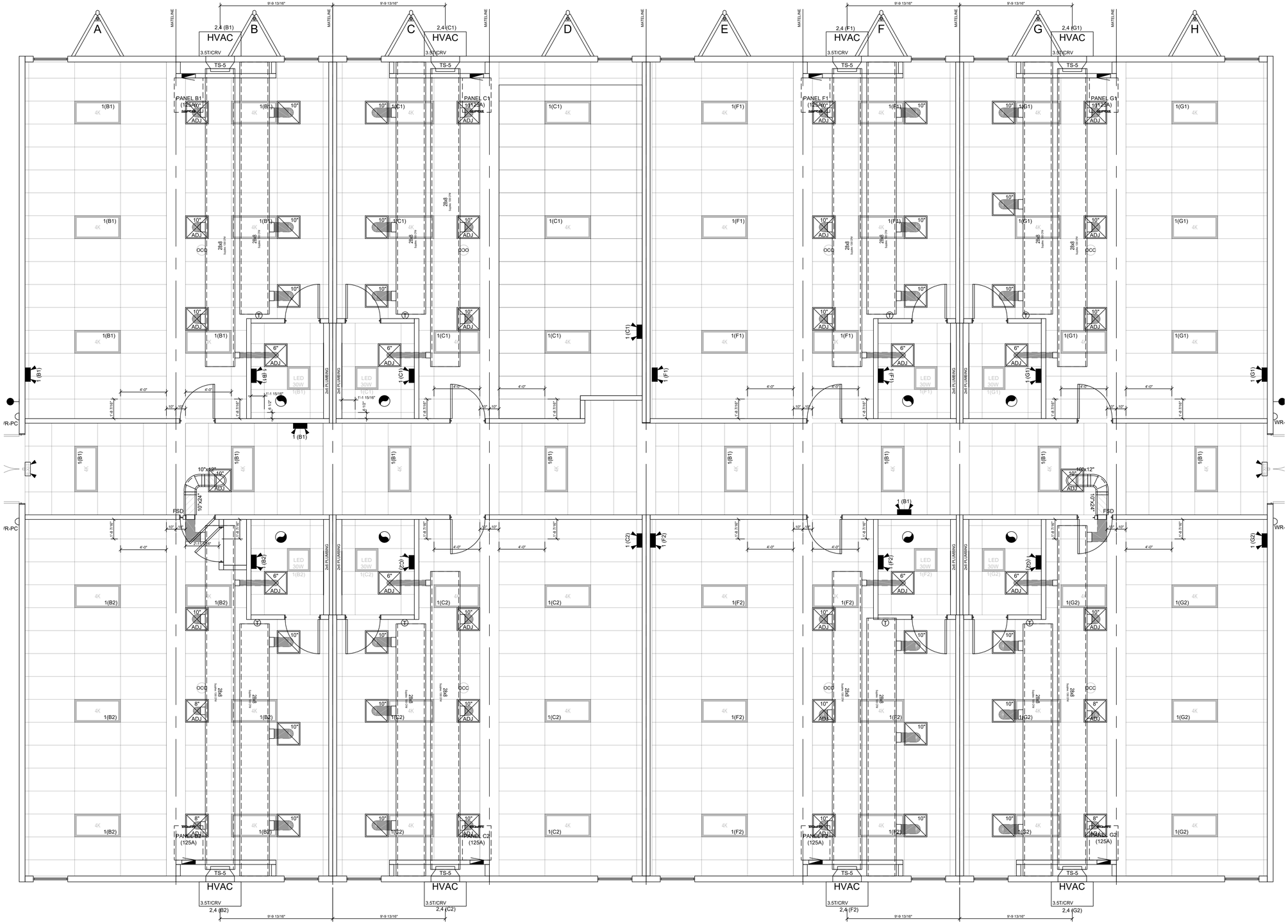
MJR261

THIRD PARTY: HWC

HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

WALTER E. WOOD P.E.
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

SHEET: 7 *OF* 11



1 HVAC PLAN
1/4"=1'-0"

- ☐ APPROVED
- ☐ APPROVED EXCEPT AS NOTED
- ☐ REVISE AND RESUBMIT

BY: _____ DATE: _____

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NOTE:
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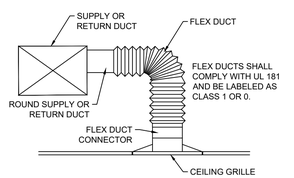
HVAC:

Symbol	Type	Qty	Note	Description
	HVAC Unit	8	CRV	3.5 TON AC with 10kw heat strip 11 EER end mount unit / Model: W42AC-A10M or equal
	Duct Sleeve	8		30"x10" To 20"x10" Galvanized sleeve, 16" long
	Fiberglass Duct	2		28"x8"x30'-0" long Fiberglass
	Fiberglass Duct	6		28"x8"x26'-0" long Fiberglass
	Fiberglass Duct	7		28"x8"x22'-0" long Fiberglass
	Fiberglass Duct	1		28"x8"x22'-6" long Fiberglass
	Galvanized Duct	2	10"x24"	Round insulated 26ga galvanized
	Galvanized Duct	2	10"x12"	Round insulated 26ga galvanized
	Galvanized Fitting	2	10"	Insulated elbow
	Supply Diffusers	4	8"	24" x 24" 4-way lay-in w/ butterfly damper, collar, and flex (Factory standard)
	Supply Diffusers	8	6"	24" x 24" 4-way lay-in w/ butterfly damper, collar, and flex (Factory standard)
	Supply Diffusers	22	10"	24" x 24" 4-way lay-in w/ butterfly damper, collar, and flex (Factory standard)
	R/A Grille	24	10"	24" x 24" Perforated lay-in with start collar, collar, and flex (Factory standard)
FSD	Combination Damper(s)	2	Size:	Fire / Smoke combination damper at rated wall(s) with integral smoke detector
	Duct type	1		R-6 Fiberglass insulation. Flex duct not to exceed 14' (Factory standard)

NOTE:
1. HVAC EQUIPMENT SHALL BE U.L. LISTED. CONDENSATION PIPE FROM HVAC UNIT TO GRADE SHALL BE SITE INSTALLED. TIME SWITCH, PROGRAMMABLE TIME CLOCK, OR EQUAL SHALL BE INSTALLED ON HVAC FOR ENERGY CONSERVATION. HVAC UNIT SHALL HAVE A MINIMUM SEER RATING OF 14 (SNG. PACKAGE).
2. HVAC UNITS SHALL HAVE FRESH AIR INTAKE CAPABLE OF PROVIDING 10 CFM PER PERSON PLUS 0.12 CFM PER SQ. FT. OF FLOOR AREA.
3. HVAC UNIT BLOWERS SHALL OPERATE CONTINUOUSLY DURING HOURS OF OCCUPANCY.
4. OUTSIDE AND INSIDE WET AND DRY BULB DESIGN MUST COMPLY WITH WEATHER CONDITIONS.

FLEX DUCT TO BE BROUGHT TO MATELINE AND ATTACHED TO GIRDER FOR SITE CONNECTION. SITE TO PULL DUCT ACROSS MATELINE & AND ATTACH TO DIFFUSERS & INSTALL IN CEILING.



A SECTION @ DUCT
N.T.S.

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CONST. TYPE	VB
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WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
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PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC MJR-261

THIRD PARTY: HWC — HILBORN, WERNER, CARTER & ASSOCIATES, 1627 SOUTH MYRTLE AVE. CLEARWATER, FLORIDA 33756, PLAN #: 1578-XXXX

Southeast Modular Manufacturing
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DEALER: SMART MODULAR

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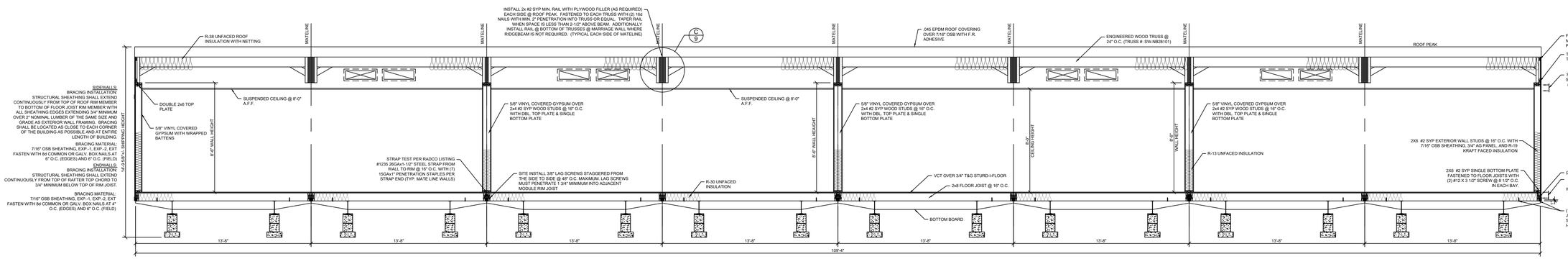
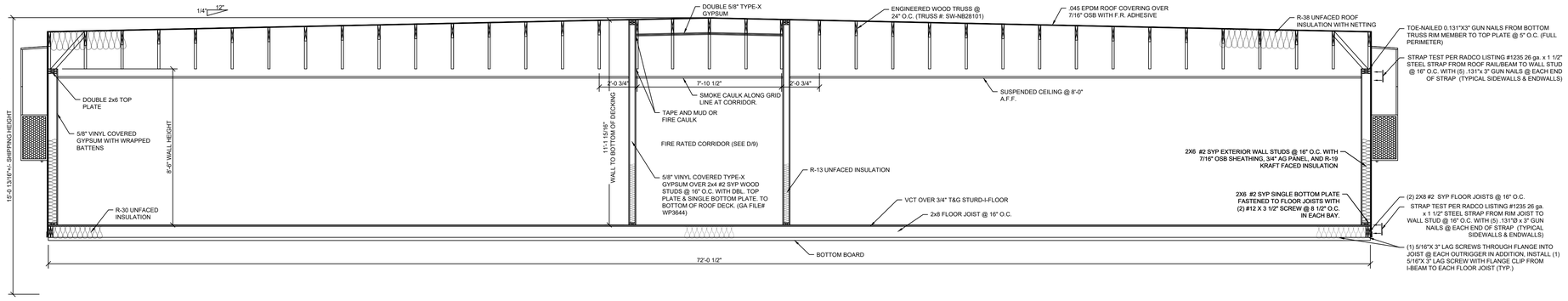
SYLVESTER, GA 31791

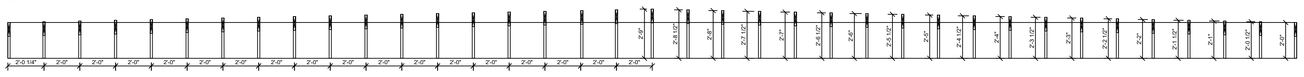
SHEET: 8 *OF* 11



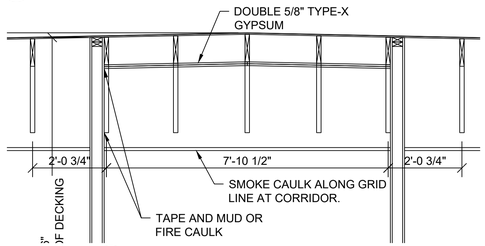
1 BUILDING CROS SECTION
1/4"=1'-0"



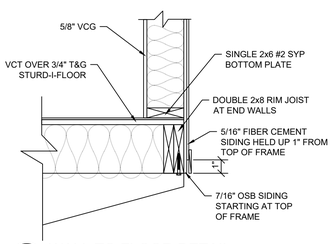
2 BUILDING TRANSVERSE SECTION
1/4"=1'-0"



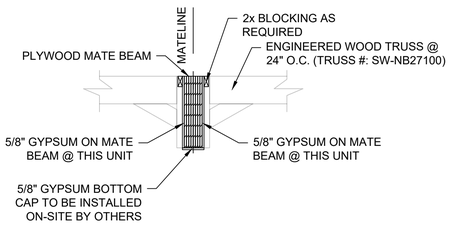
3 TRUSS LAYOUT
N.T.S.



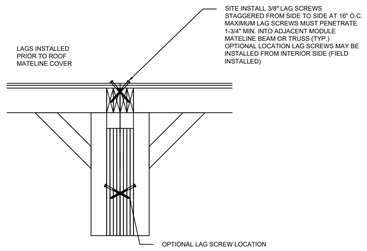
D CORRIDOR CEILING
N.T.S. WALL TO CEILING CONNECTION DETAIL



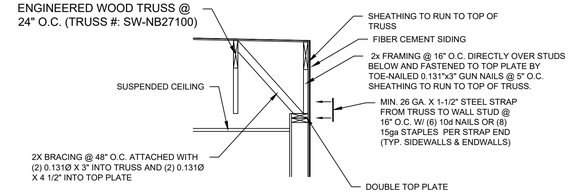
E WALL TO FLOOR DETAIL
N.T.S.



C MATE BEAM WRAP DETAIL
N.T.S. @ CORRIDOR



A MATELINE CONNECTION
N.T.S. @ ROOF

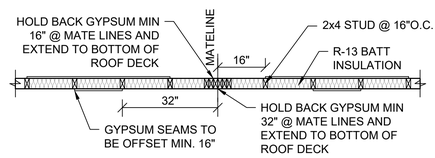


B ENDWALL DETAIL
N.T.S. WITH BRACING

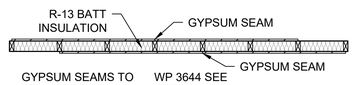
FIRE ASSEMBLY NOTES:

PENETRATION OF FIRE RESISTANT WALLS AND CEILING:

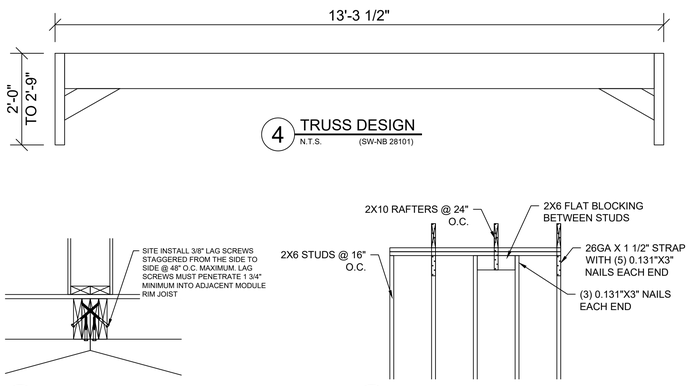
1. COMBUSTIBLE CABLES AND WIRES, COMBUSTIBLE PIPES, TUBES, AND CONDUIT SHALL MEET TESTING REQUIREMENTS OF ASTM E119 AS PART OF THE FIRE RESISTANT ASSEMBLY OR SHALL HAVE THROUGH-PENETRATION FIRESTOP SYSTEMS LISTED AND TESTED AS PER THE ASTM EB14 AND BE TESTED AT A POSITIVE PRESSURE DIFFERENTIAL BETWEEN THE EXPOSED AND THE UNEXPOSED SURFACES OF NOT LESS THAT .01 INCH OF WATER AND HAVE AN F RATING OF AT LEAST 1 HOUR BUT NOT LESS THAN THE RATING OF THE ASSEMBLY.
2. CABLES AND WIRES WITHOUT COMBUSTIBLE INSULATIONS AND NON COMBUSTIBLE PIPES, TUBES, AND CONDUITS SHALL BE PROTECTED AS DESCRIBED ABOVE OR SHALL HAVE THE ANNULAR SPACE FILLED WITH A MATERIAL MEETING THE REQUIREMENT OF ASTM E119 TESTED UNDER A MINIMUM POSITIVE PRESSURE DIFFERENTIAL OF .01 INCH OF WATER FOR A TIME PERIOD EQUIVALENT TO THE RATING OF THE ASSEMBLY.
3. ELECTRICAL BOXES SHALL BE METAL OR LISTED FOR USE IN FIRE RESISTANT ASSEMBLIES AND SHALL NOT EXCEED 16 SQUARE INCHES. BOXES ON OPPOSITE SIDES OF FIRE RESISTANT WALLS SHALL BE SEPARATED BY A MINIMUM HORIZONTAL DISTANCE OF 24 INCHES.
4. ALL CEILING FIXTURES SHALL SMOKE CAULKED.
5. DUCTS PENETRATING THE FIRE RESISTANT CEILINGS SHALL HAVE AN ACCESSIBLE LISTED FIRE DAMPER LOCATED AT THE CEILING LINE.
6. ALL FIRE RATED DOORS SHALL HAVE A LISTED DOOR, FRAME, AND HARDWARE NO LESS THAN THE TIME RATING SPECIFIED ON THE FLOOR PLAN. IN ADDITION, FIRE RATED DOORS SHALL BE EQUIPPED WITH SELF CLOSERS AND POSITIVE LATCHING HARDWARE.
7. CORRIDOR DAMPERS MUST BE FIRE AND SMOKE DAMPERS IN ACCORDANCE WITH SECTION 717.5.4.1 FOR ALL LOCATIONS THAT ADOPT 2015 AND 2018 IBC.
8. ALL PENETRATIONS ON 1 HOUR RATED CORRIDOR WALLS AND CEILING SHALL BE FIRE CAULKED WITH METACAULK 1000 OR EQUAL.
9. ALL WALL TO WALL AND WALL TO CEILING JOINTS IN THE 1 HOUR RATED CORRIDOR WALLS AND CEILING SHALL BE FIRE CAULKED WITH METACAULK 1000 OR EQUAL.



J FIRE RATED WALL DETAIL
N.T.S. @ MATELINE



K FIRE RATED WALL DETAIL
N.T.S. @ CORRIDOR



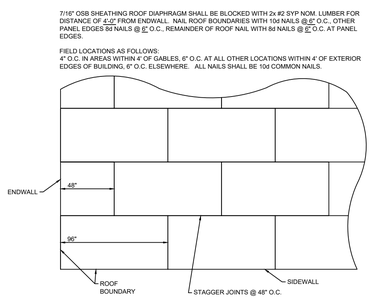
4 TRUSS DESIGN
N.T.S. (SW-NB 28101)

F MATELINE CONNECTION
N.T.S. @ FLOOR

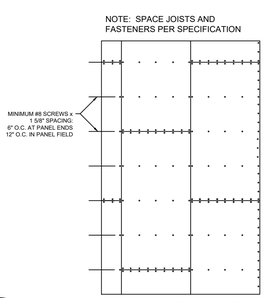
L TRUSS STRAPPING DETAIL
N.T.S.

7/16" OSB SHEATHING ROOF DIAPHRAGM SHALL BE BLOCKED WITH 2x #2 SYP NOM. LUMBER FOR DISTANCE OF 4'-0" FROM ENDWALL. NAIL ROOF BOUNDARIES WITH 10d NAILS @ 6" O.C., OTHER PANEL EDGES 8d NAILS @ 6" O.C., REMAINDER OF ROOF NAIL WITH 8d NAILS @ 6" O.C. AT PANEL EDGES.

FIELD LOCATIONS AS FOLLOWS:
4" O.C. IN AREAS WITHIN 4' OF GABLES, 6" O.C. AT ALL OTHER LOCATIONS WITHIN 4' OF EXTERIOR EDGES OF BUILDING, 6" O.C. ELSEWHERE. ALL NAILS SHALL BE 10d COMMON NAILS.



G ROOF SHEATHING DETAIL
N.T.S.



H FLOOR DECKING LAYOUT
N.T.S.

GA FILE NO. WP 3644	GENERIC	1 HOUR FIRE

GYPSUM WALLBOARD, WOOD STUDS, INSULATION

Fire Design:
One layer 5/8" type X gypsum wallboard applied at right angles to each side of 2 × 4 wood studs 16" o.c. with 2-1/4" Type S or W screws 12" o.c. 3-1/2" mineral fiber insulation, nominal 2.5 pcf, friction fit in stud cavity.

Vertical joints staggered 16" o.c., horizontal joints staggered 24" o.c., on opposite sides.

Tested at 2,578 lbs per stud or 100 percent of design load. (LOAD-**BEARING)**

Thickness: 4-3/4" (Fire)
Approx.Weight: 7.5 psf (Fire)
Fire Test: ITS J20-06170.1, 4-00

I WP3644 DETAIL
N.T.S. @ CORRIDOR

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY:_____ DATE:_____

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LISTING AGENCY APPROVAL
THESE PRINTS COMPLY WITH THE FLORIDA MANUFACTURED BUILDING ACT OF 1979 CONSTRUCTION CODE AND ADHERE TO THE FOLLOWING CRITERIA.

CONST. TYPE	VB
OCCUPANCY	E
ALLOWABLE NO. OF STORIES	1
RISK CATEGORY	II
WIND VELOCITY (ULT)	160
WIND VELOCITY (ASD)	124
FIRE RATING OF EXT. WALLS	----
PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC MJR-261

THIRD PARTY: HWC
HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

Southeast Modular Manufacturing
2500 INDUSTRIAL STREET - LEESBURG, FL 34748
PH 352-728-2930 FAX 352-728-3093
SUNBELT MODULAR, INC.

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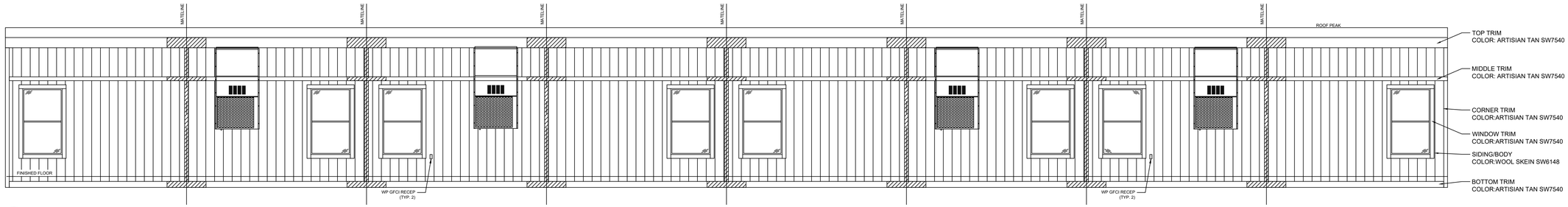
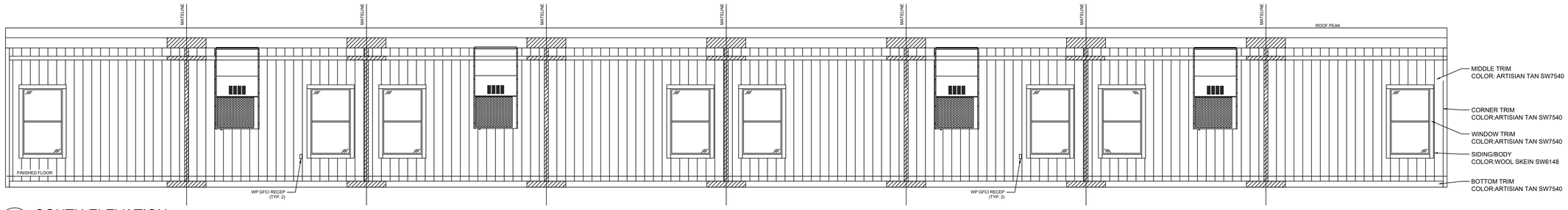
DEALER: SMART MODULAR
PROJECT: VISIBLE MEN ACADEMY
PROJECT #: 1578-
STATES: FLORIDA
SERIAL NUMBERS: SMM 20968
DRAWN BY: TM
PLOT DATE: 4/2/2024
REV # / DATE: ----

WALTER E. WOOD P.E.
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

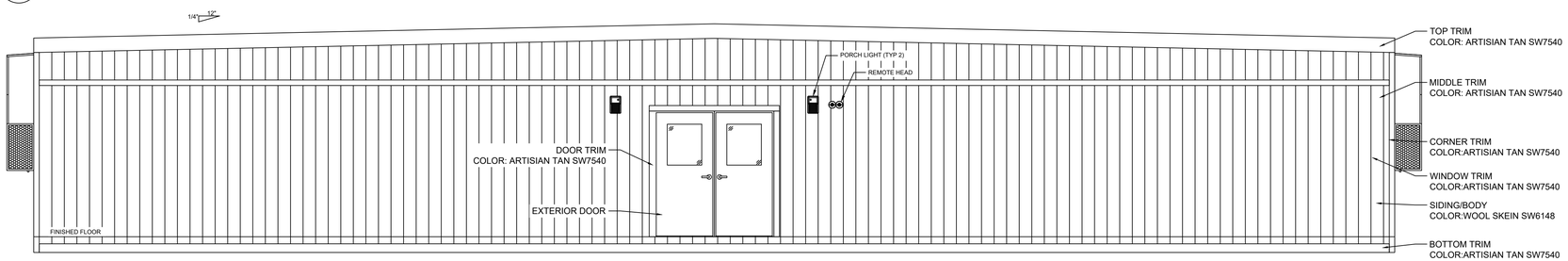
SHEET: 9 OF 11



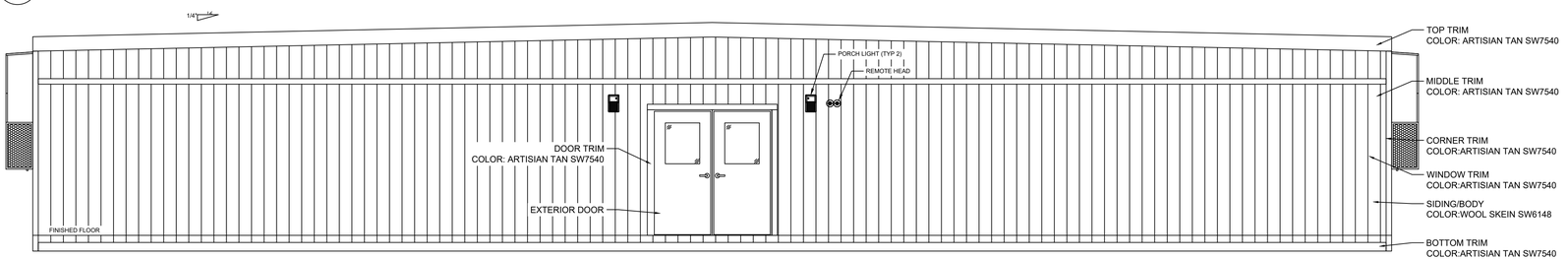
1 NORTH ELEVATION
1/4"=1'-0"



2 SOUTH ELEVATION
1/4"=1'-0"



3 EAST ELEVATION
1/4"=1'-0"



4 WEST ELEVATION
1/4"=1'-0"

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY:_____ DATE:_____

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ELEVATION NOTES (TYP)

1. HANDICAP RAMP(S), STAIR(S), AND HANDRAILS ARE TO BE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION AND APPROVAL.
2. FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18" X 24" MINIMUM CRAWL SPACE ACCESS. SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION AND APPROVAL.

LISTING
AGENCY APPROVAL

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PLAN NO.	1578-XXXX
ALLOW. FLOOR LOAD	40
APPROVAL DATE	
MANUFACTURER	SOUTHEAST MODULAR
HIGH VELOCITY HURRICANE ZONE	NO

HWC
MJR-281

THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES
1627 SOUTH MYRTLE AVE.
CLEARWATER, FLORIDA 33756
PLAN #: 1578-XXXX

Southeast Modular Manufacturing
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2024©

DEALER:
SMART MODULAR

PROJECT:
VISIBLE MEN ACADEMY

PROJECT #:
1578-

STATES:
FLORIDA

SERIAL NUMBERS:
SMM 20968

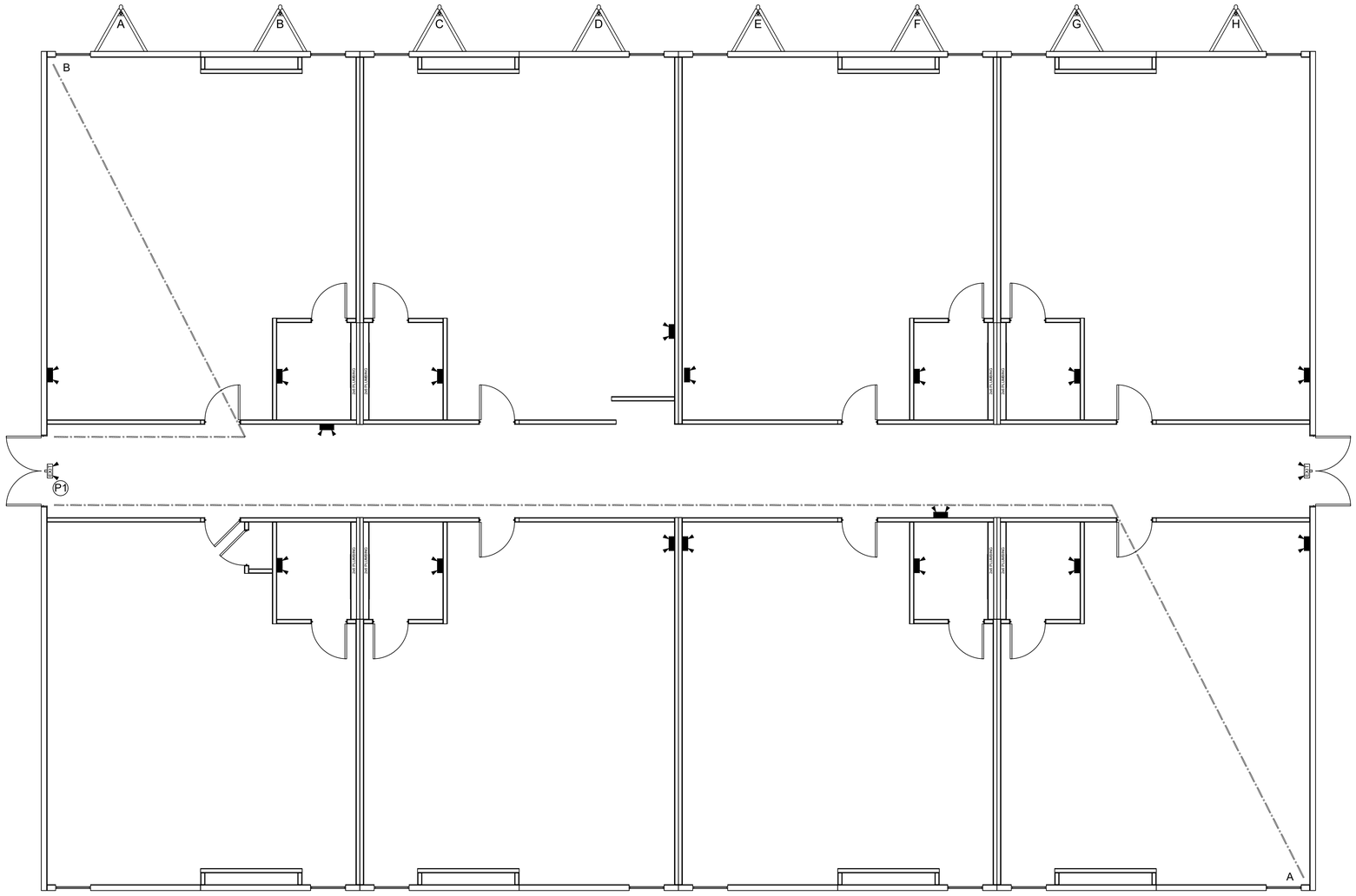
DRAWN BY:
TM

PLOT DATE:
4/2/2024

REV # / DATE:

WALTER E. WOOD P.E.
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

SHEET:
10
OF
11



1 LIFE SAFETY PLAN
3/16"=1'-0"

EXIT EGRESS TRAVEL DISTANCE (FBC 2023 T1017.2)						
Path		Location	Travel Distance (ft)	Maximum Distance (ft.)	Complies?	Notes
A	P1	CLASS 108 TO WEST DOOR	127'-0"	200'	Yes	
B	P1	CLASS 1018 TO WEST DOOR	53'-0"	200'	Yes	

☐ APPROVED
☐ APPROVED EXCEPT AS NOTED
☐ REVISE AND RESUBMIT

BY: _____ DATE: _____

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HWC
MJR-261

THIRD PARTY: HILBORN, WERNER, CARTER & ASSOCIATES
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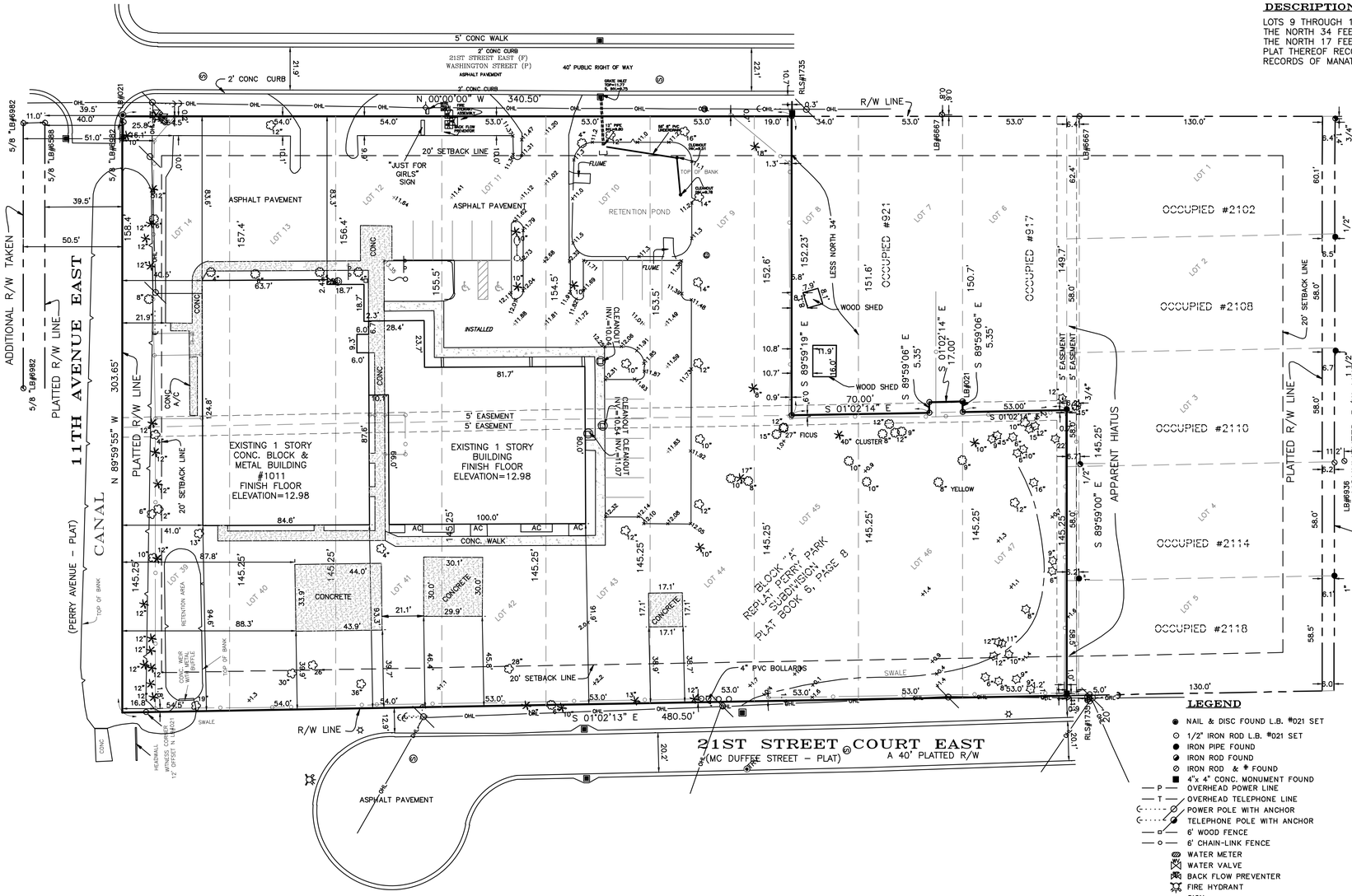
CONSULTING ENGINEER
168 W. LONGLEAF DR.
SYLVESTER, GA 31791

SHEET:
11
OF
11

DESCRIPTION

LOTS 9 THROUGH 14, LOTS 39 THROUGH 47, BLOCK A, AND LOT 8, LESS THE NORTH 34 FEET, BLOCK A, PERRY PARK; ALSO THE EAST 5.35 FEET OF THE NORTH 17 FEET OF LOT 7, BLOCK A, REPLAT OF PERRY PARK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 8 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.



SURVEYOR'S REPORT

1. This survey is a graphic depiction of the current boundary and tree locations in accordance with the legal description shown hereon and may not reflect ownership.
2. There may be additional easements, reservations, restrictions and/or other matters of record affecting this property that are not shown hereon that may (or may not) be found in the public records of this county. The undersigned has not performed an independent search for additional records.
3. This map is intended to be displayed at a scale of 1"=30' or smaller.
4. The printed dimensions shown on this survey supersede any scaled dimensions; there may be items drawn out of scale to graphically show their location.
5. "Certification" is understood to be an expression of professional opinion by the surveyor and mapper based on the surveyor and mapper's knowledge and information, and that it is not a guarantee or warranty, expressed or implied.
6. This survey has been exclusively prepared for the named entities shown hereon and is not transferable. No other person or entity is entitled to rely upon and/or re-use this survey for any purpose without the expressed, written consent of George F. Young, Inc. and the undersigned professional surveyor and mapper.
7. Unauthorized copies and/or reproductions via any medium of this survey or any portions thereof are expressly prohibited without the written consent of George F. Young, Inc. and the undersigned Professional Surveyor and Mapper.
8. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
9. This survey is valid as to the last date of field survey and not the signature date (if any).
10. This survey is not valid without the signature and the original raised seal of a Florida Professional Surveyor and Mapper.
11. Bearings basis is assumed, a bearing of N00°00'00"W was established on the East right-of-way line of Washington Street (21st Street East).
12. This survey prepared without the benefit of a Title Commitment and may not reflect all encumbrances affecting the subject property.
13. No information on adjoining property owners or adjoining property recording information was provided to the surveyor.
14. This survey shows visible, above ground features. No underground features, including but not limited to foundations, structures, installations, or improvements have been located, except as shown hereon.
15. Underground utilities shown are based on above-ground evidence and surface marking found during this survey. There may be other underground installations within or near the subject property which were not located and are not shown. Utilities shown hereon are not to be used for construction and do not necessarily indicate availability.
16. Property is located in Flood Zone "X", per Flood Insurance Rate Map 12081C0306F, effective date August 10, 2021. The base Flood Elevation should be verified before any design or construction begins.
17. George F. Young, Inc. and the undersigned make no representations or guarantees pertaining to easements, rights-of-way, set back lines, reservations and/or agreements.
18. Elevations shown were based on a previous survey by George F. Young, Inc., Job No. 0623005301, the Datum of that survey was National Geodetic Vertical Datum of 1929 (NGVD29). The elevations shown hereon have been converted to the current Datum, North American Vertical Datum of 1988 (NAVD88) by use of the US Army Corps of Engineers Corpscon Conversion Program.

LEGEND

- NAIL & DISC FOUND L.B. #021 SET
- 1/2" IRON ROD L.B. #021 SET
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD & ⚲ FOUND
- 4"x 4" CONC. MONUMENT FOUND
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE LINE
- POWER POLE WITH ANCHOR
- TELEPHONE POLE WITH ANCHOR
- 6' WOOD FENCE
- 6' CHAIN-LINK FENCE
- WATER METER
- WATER VALVE
- BACK FLOW PREVENTER
- FIRE HYDRANT
- SIGN
- LIGHT POLE
- SANITARY CLEAN OUT
- SANITARY MANHOLE
- UNDERGROUND TELEPHONE BOX
- UNDERGROUND CABLE TV BOX
- ELECTRIC METER
- CATCH BASIN
- MITERED END
- RECORD ELEVATIONS (12.04)

P.S.M.- PROFESSIONAL SURVEYOR & MAPPER
SEC. - SECTION
TWP. - TOWNSHIP
RGE. - RANGE
R/W - RIGHT-OF-WAY
℄ - CENTER LINE
(P) - PLAT DISTANCE
(M) - MEASURED DISTANCE
(D) - DEED DISTANCE
CONC.- CONCRETE
W/F - WOOD FRAME
ADD. - ADDRESS
OHL - OVERHEAD LINES

- TREE UNKNOWN
- TREE OAK
- TREE PALM
- TREE PINE

REVISED	NO.	BY	DATE	DESCRIPTION
	1			
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			

	INITIALS	DATE
CREW CHIEF	MAH	05/09/24
DRAWN	PVR	05/09/24
CHECKED	PL	05/09/24
FIELD BOOK		
FIELD DATE		

PREPARED FOR:
JUST FOR GIRLS, INC
932 14th STREET W
BRADENTON, FLORIDA 34205

George F. Young, Inc.
10540 PORTAL CROSSING, SUITE 105 LAKEWOOD RANCH, FLORIDA 34211
PHONE (941) 747-2981 WWW.GEORGEFYOUNG.COM
BUSINESS ENTITY LB21
CIVIL, TRANSPORTATION, SUBSURFACE & STRUCTURAL ENGINEERING
ECOLOGY | GIS | PLANNING | SURVEYING
ST. PETERSBURG • LAKEWOOD RANCH • TAMPA • GAINESVILLE • LAKE WALES • PUNTA GORDA
Since 1919

F. PETER LUTZ, JR. PSM LS 5506
DATE

PID #1359400059
BOUNDARY SURVEY

SECTION 31, TOWNSHIP 34S., RANGE 18E.

JOB NO. 0623005302
SHEET NO. S1 OF S1

PLOTTED: 5/10/2024 2:54 PM
LOGIN: Roach, Patrick
FILE: G:\PROJECT\GFY\2024\0623-0053-00\DWG\0623005302bf.dwg

City of Bradenton
Planning and Community Development
City Council
July 24, 2024

Staff Report

Resolution: 24-42
Case Number: SU.24.1851
Applicant: Tara N Sall, TNS Design & Consulting, LLC
Address: 1011 21st Street East
Zoning: T4-R
Future Land Use: RESMED (Residential- Medium Density)
Flood Zone: X
Surrounding Property- Zoning:
North: T4-R (General Urban Restricted)
East: T4-R (General Urban Restricted)
South: T4-R (General Urban Restricted)
West: T4-R (General Urban Restricted)
Surrounding Property- Future Land Use:
North: RESMED (Residential- Medium Density)
East: RESMED (Residential- Medium Density)
South: RESMED (Residential- Medium Density)
West: RESMED (Residential- Medium Density)

SUMMARY OF REQUEST

Tara Sall, agent, has submitted a Special Use Amendment application for an existing school for the property located at 1011 21st Street East, also identified as Parcel Number 1359400059. The subject property is located in the T4-R General Urban Restricted Transect District with a Future Land Use of RESMED, Residential Medium Density. The site is approximately 122,800 square feet.

The subject property is currently used as a school for Just for Girls Inc.. The Applicant is proposing the addition of a modular classroom to be connected to the principal structure by a breezeway to provide classroom space for Visible Men Academy. The proposed unit will also house the elementary school portion of Just for Girls Inc.

Per Table 4.7 of the Form Based Code, Public and Private schools are allowed and are listed as a Special Use and require Planning Commission review and City Council approval.

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-S T4-O	T5	T6	SD
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private[3]	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other- Childcare Center*[2][3]	SU	SU	SU	SU	SU	SU

2.2.4 Special use permit.

2.2.4.1 *Types of special uses.*

a. *New permit.* A special use permit is required for certain land uses as pursuant to residential schedule 3.2.1.1, or nonresidential schedule 3.2.1.2.
b. *Expansion.* A special use expansion permit is required pursuant to the following thresholds:
    i. The expansion is equal to 20 percent or more of the approved use, structure or land area; or
    ii. The expansion exceeds the limits or conditions as set forth in the original special use permit approval; or
    iii. The expansion is the addition of an accessory use

As noted above and per 2.2.4.1 "Types of Uses per our Land Use," the proposed expansion is equal to 20 percent or more of the approved use, structure, or land area which has triggered the need for a Special Use Amendment. The total amount of building square footage totals about 19,193 sf. The proposed addition would constitute an estimated additional 40% increase for a 7,877-sf modular building.

APPROVAL HISTORY

A special use was granted to the Manatee County Girls Club (Just for Girls) for a 10,560-sf structure with associated parking on June 12, 1984 with the following stipulations of approval.

a. In the area designated for future parking, if its use causes a dust problem, the city will require that it be paved.
b. A ten-foot landscape buffer meeting City code will be installed between the area designated for future parking and 21st Street Court East.
c. Adequate screening will be installed around the dumpster.
d. Access onto 21st Street Court East will be prohibited until such time as it is paved.

It is to be noted, it appears the original stipulations "a", "b" and "c" have been satisfied and "d" has not yet been realized as there is no connection to 21st Street Court East.

In 2006, a Special Use Amendment application was submitted and approved by Planning Commission and City Council to expand the existing Manatee County Girls Club (Just for Girls) facility by constructing an 8,633 square foot building with associated parking in addition to the existing building.

FORM BASED CODE REGULATIONS:

Purpose and Intent
1.3.2.h: *The Community:* That schools should be sized and located to enable children to walk or bicycle to them.

Education
12.i.ii: *Schools, Public & Private*: premises or site upon which there is a nursery school, kindergarten, elementary school, middle school, high school, exceptional learning center, or an institution devoted solely to vocational or professional education or training.

Compliance Overview with Land Use Regulations
Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for special use permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

2.2.4 *Special Use Permit.*

2.2.4.1 Types of Special Uses

b. Expansion. A special use expansion permit is required pursuant to the following thresholds

i. The expansion is equal to 20 percent or more of the approved use, structure or land area; or

ii. The expansion exceeds the limits or conditions as set forth in the original special use permit approval; or

iii. The expansion is the addition of an accessory use.

2.2.4.7 Final Plan. A final plan may be required as a stipulation of approval, or by the PCD director for the purpose of reflecting for the record the changes made to the plan during the approval process.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: Due to the size and location of the site and current operations, the expansion will be suitable and complimentary.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed expansion.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: The proposed use will be occupying open and underutilized space that is currently existing. All setbacks will be in compliance.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new access drive will be required. Additional safety measures will be incorporated to include manually operated vehicular access gates across both existing driveways. For Just for Girls and Visible Men Academy, the existing parking will be sufficient.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: The proposed scope of work will not include an increase to existing parking facilities. Additionally, Visible Men Academy will be providing two school buses for transportation of students for both charter schools which will reduce traffic congestion from loading and unloading as well as minimize impacts on surrounding properties.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: This will not be affected by the expansion.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: Utilities exist to the site and are not subject to change per applicant.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: The proposed location of the modular unit is intended to preserve the bordering buffers from the adjacent parcels to allow for appropriate screening and help minimize any nuisance or noise.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: There will be no change in signage. Lighting is to follow any and all required state and local standards.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

   Staff Response: The proposed expansion is intended to service elementary aged boys from both local neighborhoods and from other areas to provide one location where both boys and girls have access to elementary education.

h. Adequacy of land and/or building which are to be used.

   Staff Response: Lot coverage will remain compliant with the expansion.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

   Staff Response: This school has existed since the 1980s and has integrated with the surrounding community. This is a public charter school for grades K-5. After school programs already exist with the Just for Girls operation and the facilities typically close at 6 or 7 P.M. and are closed on weekends.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

   Staff Response: The expansion will not adversely affect the surrounding environmental quality.

k. Consistency with the city's comprehensive plan.

Staff Response: The proposed expansion will remain consistent with the Comprehensive Plan.

** Please see the application materials for the applicant's response to the Review Criteria.

COMPREHENSIVE PLAN

Policy 1.1.1 Functional Neighborhoods. Residential areas include neighborhood retail centers, a variety of housing types, public/civic space and a variety of open space amenities, schools, central water and sewer, and fire/safety accessibility;

Policy 1.6.2 Land Use Compatibility. The City shall allow public schools as permitted or Special Uses depending on neighborhood context, and public schools shall be compatible with existing or anticipated uses on nearby properties based upon the type of school (i.e., elementary school, middle school, high school, or school of special education) and the type of facilities proposed for the site.

PLANNING AND COMMUNITY DEVELOPMENT ANALYSIS

The Comprehensive Plan encourages the City to preserve and enhance existing neighborhoods and foster development which are sensitive to the development pattern of surrounding properties. Compatibility is critical to maintaining the character and integrity of an established neighborhood. As the Commission reviews the subject request, the Commission should take into consideration the intent of the Comprehensive Plan and whether the proposed request alters the character of the neighborhood.

STAFF COMMENTS

1. It is the position of Planning and Community Development staff that the criteria outlined in Section 2.2.4, 3.3.2 and the overall intent of the Land Use Regulations are met.
    - **a.** Per 3.3.2.5.a it is worth emphasizing the expansion of the school use will trigger additional safety measures including manually operated vehicular access gates.
    - **b.** Per 3.3.2.5.i, The Manatee County Girls Club Inc. has operated Just for Girls on the subject property for about 40 years and provides much needed services for the surrounding neighborhood. As population increases so do the need for services. This request will remain compatible with the

surrounding land uses and in addition continue to provide services and job opportunities for teens and young adults.

2. It is the position of the Planning and Community Development staff that the requested special use amendment does align with the intent of the City's Comprehensive Plan.
3. It is also the position of the Planning & Community Development staff that the special use amendment request appears to meet the overall intent of the Form Based Code.
4. The City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

Planning Commission met on June 19th, 2024 and recommended approval of Resolution 24-42 as submitted (vote 5-0).

Respectfully submitted,

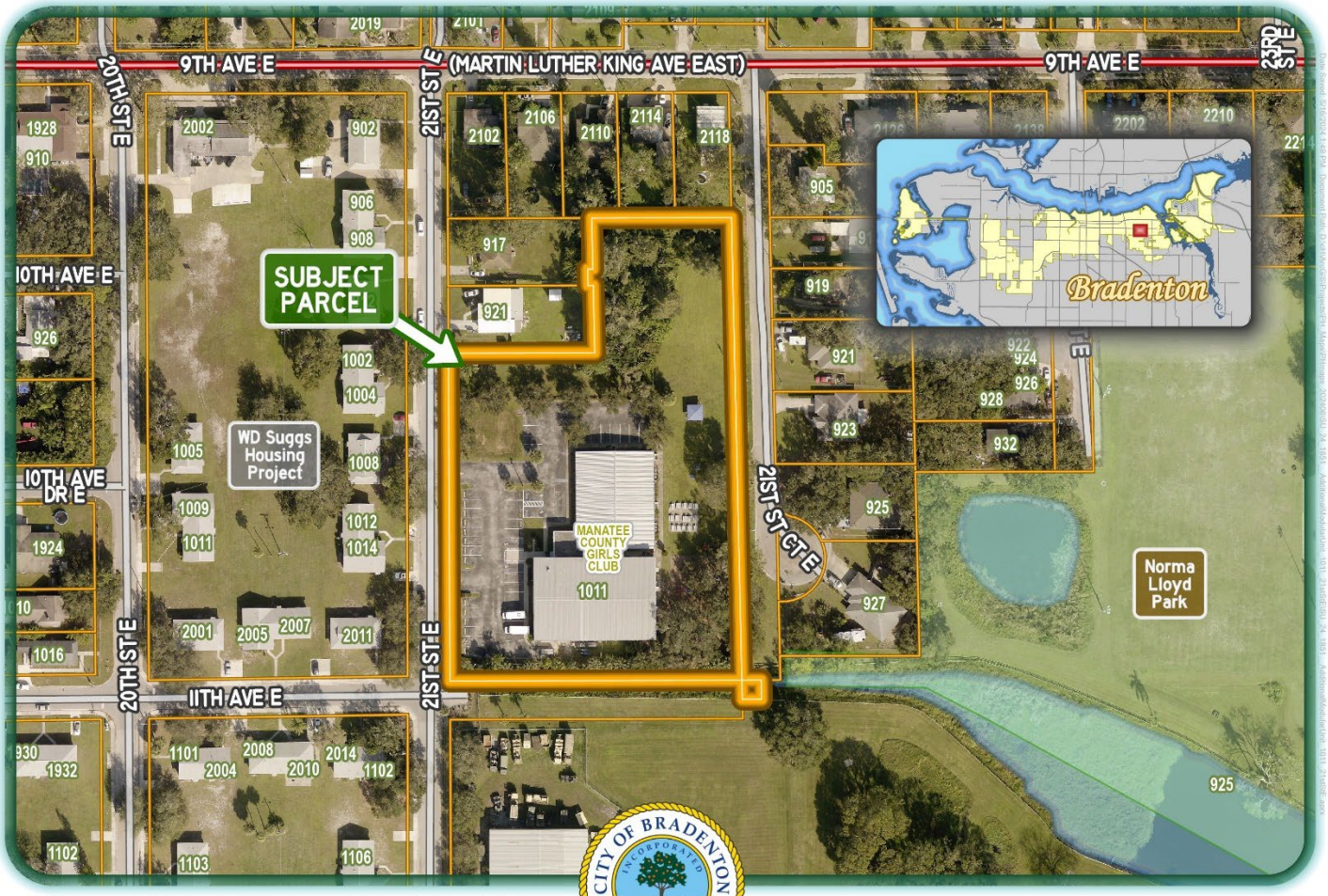
Monica Friedl

City Planner
City of Bradenton Planning and Community Development

EXHIBITS

EXHIBIT A: Location
EXHIBIT B: Zoning
EXHIBIT C: Future Land Use
EXHIBIT D: Legal Description
EXHIBIT E: Site Plan
EXHIBIT F: Special Use Records

EXHIBIT A
LOCATION



SU.24.1851 Additional Modular Unit

owner: Manatee County Girls Club, Inc
1011 21st Street East
PID: 1359400059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

0 25 50 75

Yards

LEGEND

Subject Parcel

Other Parcels

EXHIBIT B
ZONING



SU.24.1851 Additional Modular Unit

owner: Manatee County Girls Club, Inc
1011 21st Street East
PID: 1359400059

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Zoning

0 25 50 75
Yards

LEGEND
Subject Parcel
Other Parcels

EXHIBIT C
FUTURE LAND USE

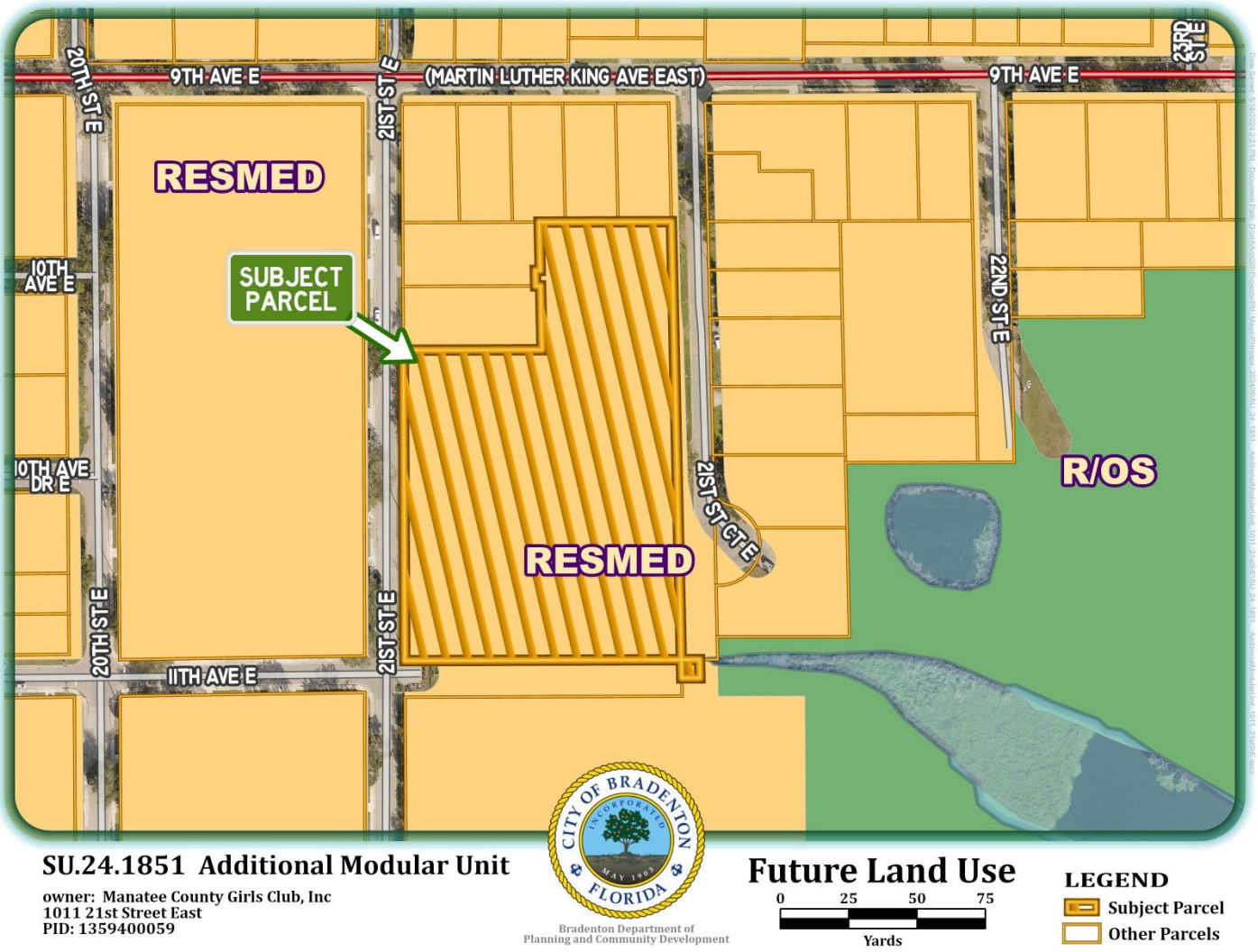
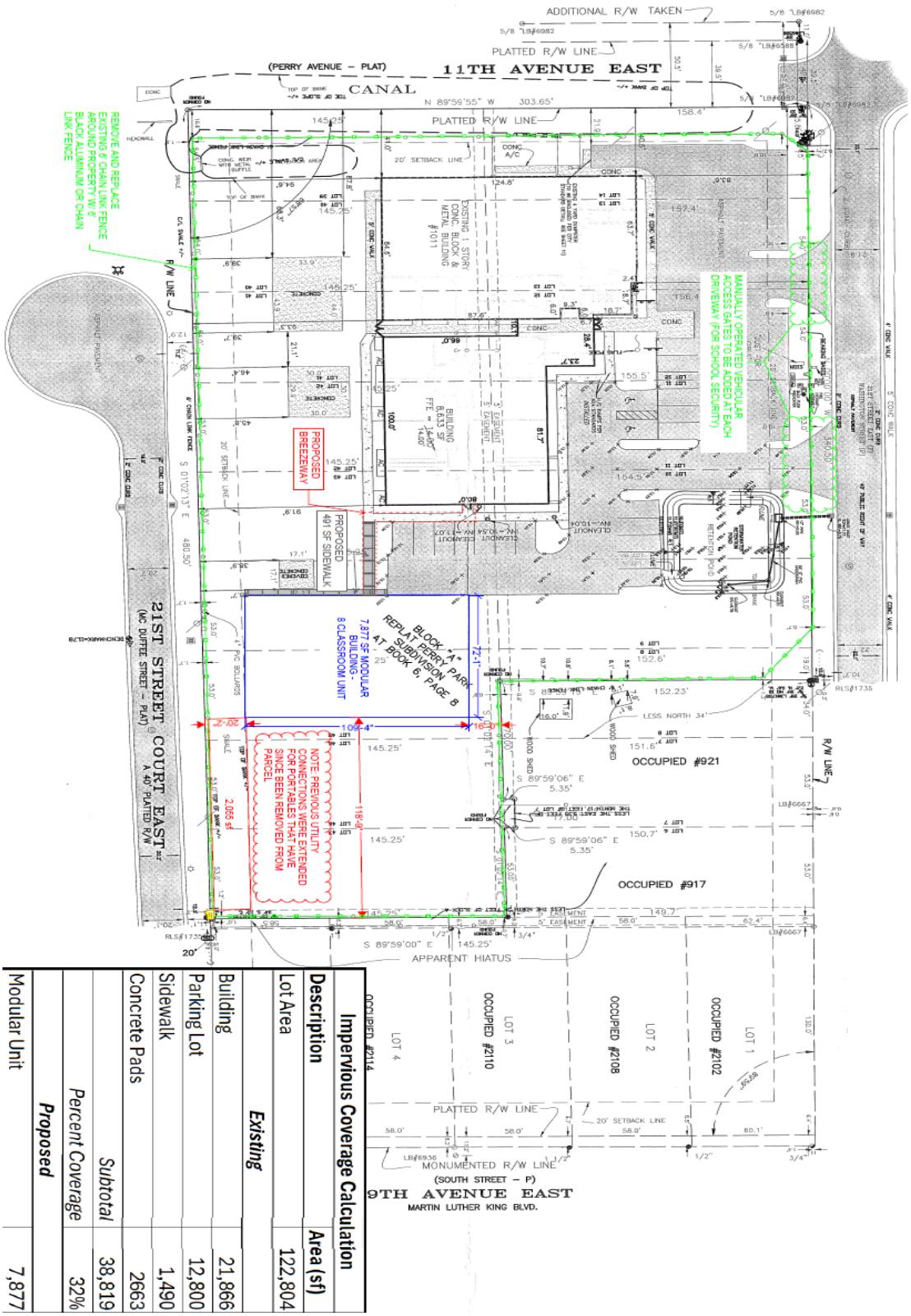


EXHIBIT D

LEGAL DESCRIPTION

E 5.35 FT OF N 17 FT OF LOT 7 & S 19 FT OF LOT 8, ALL LOTS 9, 10, 11, 12, 13, 14, 39, 40, 41, 42, 43, 44, 45, 46 & 47 BLK A REPLAT OF PERRY PARK TOGETHER WITH THAT PART OF THE N 1/2 & W 1/2 OF VACATED 11TH AVE E FROM W R/W LN OF 21ST STREET CT E TO THE E R/W LN OF 24TH ST E LYING CONTIGUOUS TO LOT 39 BLK A REPLAT OF PERRY PARK PER RES NO. 07-36 REC IN OR 2226/5502 & CORRECTED IN OR 2230/3459 & OR 2300/7276 PI#13594.0005/9

EXHIBIT E
SITE PLAN



Impervious Coverage Calculation	
Description	**Area (sf)**
Existing	
Lot Area	122,804
Building	21,866
Parking Lot	12,800
Sidewalk	1,490
Concrete Pads	2663
Subtotal	38,819
Percent Coverage	32%
Proposed	
Modular Unit	7,877

EXHIBIT F

SPECIAL USE RECORDS

DEVELOPMENT PERMIT APPLICATION

CITY OF BRADENTON 941-932-9423 FAX 941-932-9534

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

101 OLD MAIN STREET, BRADENTON, FL 34205

1011

A

Address of Job 1011 East 21st Street Bradenton, FL D.P. #[1]

Owner's Name Just For Girls, Inc. Owner's Address 936 14th St. W. Tel. #(941) 747-5757

Lessee's Name Tel. #

Sub. Perry Park Lot 8,9-14 & 57-67 Block A PARENT PERMIT #[4]

DESCRIBE WORK TO BE DONE[3] The project includes a 10,600 SF existing building and a 8,633 SF proposed building with associated parking

HUD CODE[5] PUBLIC[6]

TOTAL COST OF DEVELOPMENT $1,000,000

B ZONING

Previous Use[1] School / Institution

Proposed Use[2] Addition to existing

Frontage (All Streets) 340.51'

Lot Area (sq. ft.) 122,757 SF (2.82 acres)

Lot Width at Building Line

Lot Coverage[3] Building % 15.64 Other % 84.36

Setback Front 25' Side 8' Rear 20'

Parking Spaces[7] 42 Handicapped Spaces 2

Site Plan[8]

C BUILDING

Proposed Type of Occupancy[1] School / Institution

Type of Construction[2]

Protected[3]

Fire Sprinkled yes

Building Height (ft.)[4] 25' Slab Elev.[5] 14'

# of Stories 1 # Units

Gross Area Per Story 8,633SF Total 8,633SF

Living Area N/A

Threshold Building

D FENCE

Type

Height Front

Side

Rear

Site Plan[8B]

E TREE REMOVAL

Number 8 Size 8"-10"

Type Palms + Oaks

Reason for Removal New BLDG, S/W, Parking

Site Plan[8D] (see Sheet 4 - Landscape)

F SIGN

Type[1] Construction

Height Width Length

Faces Area (sq. ft.)

of Existing Signs Area (sq. ft.)

Lot Frontage Sign Drawing[2]

Site Plan[8E] Electrical ___Y ___N

G	NAME	LICENSE #	MAILING ADDRESS	TELEPHONE #
Contractor[1]	Halfacre Construction		7015 Professional Pkwy Sarasota, FL 34240	(941) 907-9099
Architect	James Soller & Assoc.		101 W. Venice Ave Suite 36 Venice, FL 34285	(941) 408-0453
Structural Eng.				
Other				

I CERTIFY (1) THAT ALL THE INFORMATION I HAVE FURNISHED ON THIS APPLICATION IS TRUE (2) THAT I AM COMPETENT TO EXECUTE THE JOB I AM APPLYING FOR (3) THAT I WILL CALL FOR ALL INSPECTIONS REQUIRED FOR THIS JOB IN THEIR PROPER ORDER.

Signature of Applicant

Date 03.26.08

NOTICE: FAILURE TO COMPLY WITH THE MECHANIC'S LIEN LAW CAN RESULT IN THE PROPERTY OWNER PAYING TWICE FOR BUILDING IMPROVEMENT.

H FEES

Review		D.P.R.	
Building		Affidavit	
Zoning		Surcharge	
C.O.		Tree Removal	
Electric		Fire Protection	
Plumbing		Sewer Tap	
HVAC		Total	100.00
Radon		Receipt #	0002-9849

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county.

NOTICE: ALL IMPACT FEES MUST BE PAID PRIOR TO ANY FINAL INSPECTION

Water Impact		Police	
Sewer Impact		Fire	
Park E.		Transp.	
Park W.		School	

RECEIVED DEC 27 2007 CITY OF BRADENTON PLANNING DEPT.

Approved by Zoning Date 12.28.07

Approved by Building Date

APPLICATION #

PERMIT # SI.07.0111

P-1-90 #524011, REV. 6/02

Additional permits from other Government entities may be required
Erosion Control Required Per C.O.B. L.U.D.R. Section 901.E

OFFICE

SENT TO PW 12-28-07

MANATEE COUNTY GIRLS CLUB INC.
DBA JUST FOR GIRLS
BUILDING EXPAND FUND ACCT
936 14TH ST. W
BRADENTON, FL 34205

2014
63-466/631

PAY TO THE ORDER OF City of Bradenton 12/5/07 DATE

One hundred dollars & no/100 $ 100.00 DOLLARS

Security Features Details on Back.

AMSOUTH BANK
THE RELATIONSHIP PEOPLE

VOID AFTER 90 DAYS

FOR

⑆063104668⑆ 00587170488 2014

HARLAND LIBERTY VENTURE

MEMORANDUM

TO: Ruth Seewer, Department of Planning and Community Development

FROM: Arlan B. Cummings, Engineering Department Manager

DATE: February 5, 2008

SUBJECT: **Manatee Girls Club**
1011 21st Street East
Permit No. (SI.07.0111)

Enclosed are 4 sets of approved as noted utility & site plan improvements for the project referenced above.

Please note the following items:

1) Proper erosion control methods shall be utilized on this site, Gordon Everett, Inspector shall be responsible for this inspection. (941-737-2408)
Erosion control and an **approved truck wash at entrance / exit** must be in place prior to land clearing and removed upon final certification.

2) The project engineer shall supply the public works department with the following items prior to certificate of occupancy.

a) A copy of the SWFWMD letter of approval or exemption for site improvements and final certification
b) Any shop drawing items required by public works approval prior to installation.
c) A final inspection of site improvements will be required prior to certificate of occupancy.
d) Record drawings (2-sets) shall be submitted prior to certificate of occupancy.
e) Sod all areas of construction within right of way. No seed
f) Trees shall be planted a minimum of 10 feet of separation from any utility owned and operated by the City of Bradenton. Trees can not be planted within utility and drainage easements and right of ways. Tree root barriers required.
g) A pre-construction meeting is recommended prior to any site work.
h) All site improvements and inspections must be coordinated through the Engineering Department. (941-708-6300) 48 hours notice required.

Manatee Girls Club continued,

i) The engineer of record shall be responsible for all-permitting, testing, inspections, and certification of site improvements.
j) All testing and inspections of City of Bradenton utilities shall conform to the latest requirements (AWWA, FDOT, FDEP, SWFWMD, Public Works Utility Specifications, etc.
k) The City of Bradenton Sanitation Department will be responsible for garbage, recycling and trash pick up, dumpsters and containment areas are shown on plan.
l) Water and sewer shall be furnished by the City of Bradenton Public Works Department.
m) A City of Bradenton Public Works Right of Way Use Permit is required for any work within public right of ways. (21st Street East)
Contact the Engineering Department at (941-708-6300 extension 236).

cc:

John Cumming PE, Director of Public Works
Claude Tankersley PE, Asst. Director of Public Works
Carl Taylor, Utility Manager (w/enclosure)
Seth Kohn PE, City Engineer
Gordon Everett, Inspector (w/enclosure)
Kenneth Langston, Fire Marshal (w/enclosure)
Doug Dobbs, Water Supt.
Grant Daniels, Sewer Supt.
Ricardo Ramos, Sanitation/Recycle Departments
Scott Lincoln PE, Lincoln Associates Civil Engineering

Caller Service 25015, Bradenton, FL 34206
(941)932.9406 Fax. (941)932-9534

City of Bradenton

Fax

To:	**Scott Lincoln**	**From:**	Ruth Seewer
Fax:	727.446.9050	**Pages:**	**3**
Phone:		**Date:**	12.28.07
Re:	**Just for Girls**	**CC:**	

☐ **Urgent** ° **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

Hi Scott, just wanted to send you these copies, your transmittal letter said there was a check enclosed for $200.00, but the check was actually only for $100.00. The fee is also only $100.00. Didn't want you fretting over where the rest of the money went.

Hope you enjoyed the holidays, looking forward to working with you again.

Ruth

LINCOLN ASSOCIATES CIVIL ENGINEERING GROUP, INC.
575 South Duncan Avenue
Clearwater, Florida 33756
Ph (727) 446-9000 / Fax (727) 446-9050

LETTER OF TRANSMITTAL



TO: **Ruth Seewer**
101 Old Main Street
Bradenton, FL 34205
(941) 932-9400

FROM: Scott Lincoln, P.E.

SUBJECT: Manatee Girls Club

PROJECT NO.: **054-024.200**

DATE: December 26, 2007

MEANS OF DELIVERY: ☐Mail ☐Fed-x ☒Priority Fed-x ☐Courier

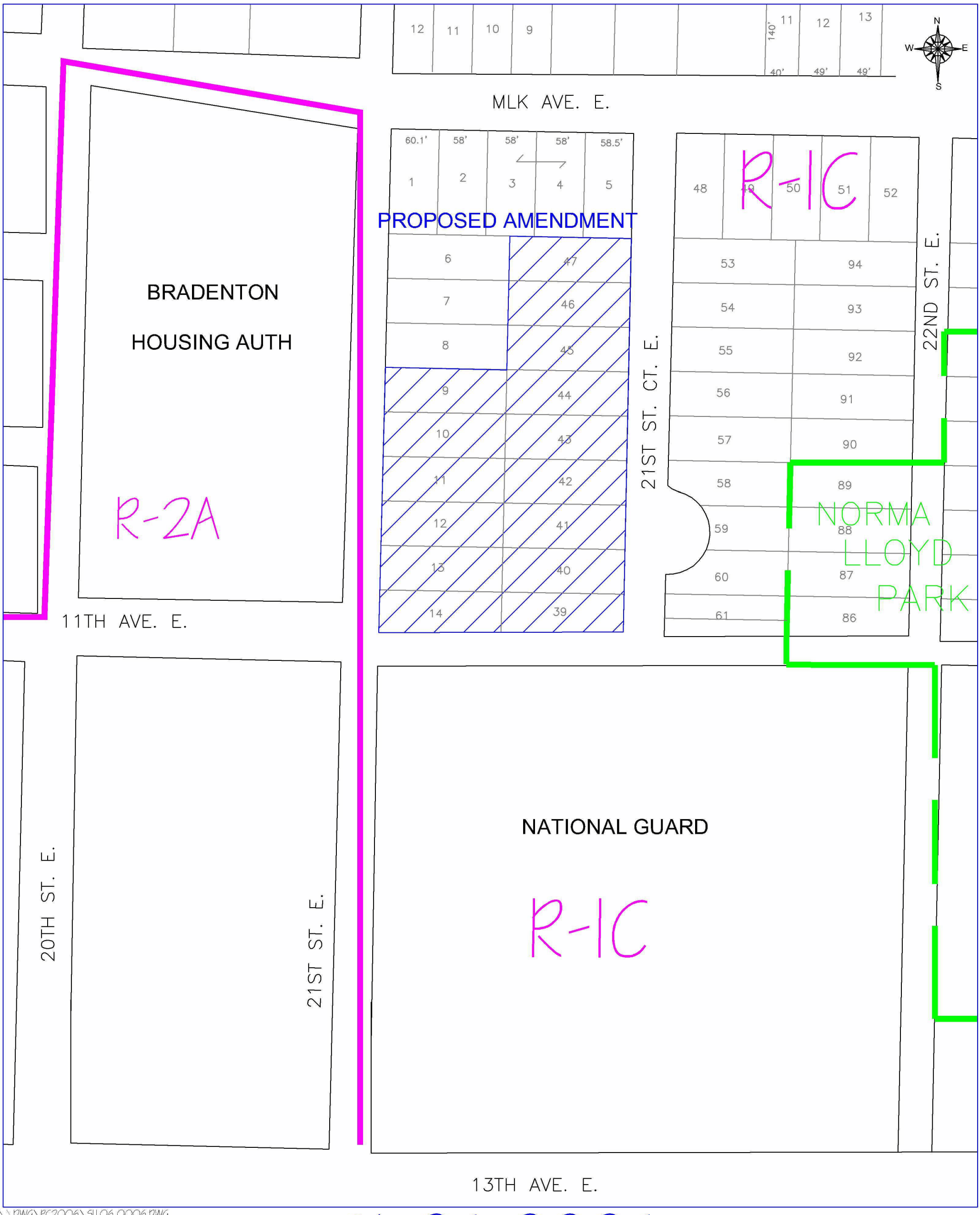
The following items have been enclosed:

ITEM	COPIES	DESCRIPTION:
A	1	**Just For Girls, Inc. Check # 2014 in the amount of $ 200.00**
B	1	**Development Permit Application**
C	3	**Sign & Sealed Boundary Survey (George F. Young, Inc.)**
D	3	**Sign & Sealed Topographic Survey (Global Surveying)**
E	3	**Stormwater Design Report**
F	8	**Site Plans**

REMARKS:

Please see the above referenced for your review. It is our understanding that the fee has been waived due to our particular situation.

CC: Becky Canesse, Manatee County Girls Club Inc.
Greg Witt, Halfacre Construction Company



\\DWG\PC2006\SU 06 0006.DWG

SA-06-0006

CITY COUNCIL
8-16-06

ZONING & LOCATION MAP
Prepared by the Department of Planning
and Community Development

CITY OF BRADENTON
EXHIBIT G

Special Use Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Date: 6/09/06 Permit Number: SA.06.0006

Parcel Number: 1359400007 Planning Commission: _____

Zoning District: R1C City Council: _____

1. LOCATION: 1011 E. 21st STREET 34208
(Number, Street and Zip Code)

REPLAT OF PERRY PARK
Subdivision

E 5.35 FT OF N 17 FT OF LOT 7 & S 19 FT OF LOT 8, ALL LOTS 9,10, 11,12,13,14, LOTS 39,40 LESS THE E 75 FT OF SAID LOTS, LOTS 41, 42,43,44,45,46,47 Lot

BLK A
Block Phase

2. SCOPE OF AMENDMENT:
ADDITION TO EXISTING BUILDING (4,000 to 6,000 SQ. FT. CLASSROOM WING)

3. ACCOMPANYING MATERIAL REQUIRED:

- ▶ Project Narrative
- ▶ Survey (40 folded)
- ▶ Site Plan including:
  - ■ Landscape and Parking Plan
  - ■ Legal Description

4. IDENTIFICATION:

MANATEE COUNTY GIRLS CLUB INC	936 14TH ST W BRADENTON, FL 34205	(941) 747-5757
Owner	Address	Phone
BECKY CANESSE	936 14TH ST W BRADENTON, FL 34205	(941) 747-5757
Agent	Address	Phone

The owner of this property and the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State and County laws.

Signature of Owner	936 14TH ST W BRADENTON, FL 34205 Address	(941) 747-5757 Phone

Planning Commission: 7-19-06

City Council: 8-16-06

Review Fee:	**$ 300.00**
Estimated Cost of Public Notice:	**$100.00**
Signs: 2 @ $7.00 =	**$ 14.00**
Total:	414.00

139675 JUN 9'06

139675 JUN 9'06

City Of Bradenton

EXHIBIT A

SA.06.0006

PCD Form PZ029-07/05

Phone: (941) 932-9423
Fax: (941) 932-9534

CITY OF BRADENTON
Bradenton, Florida
Department of Planning and Community Development

101 Old Main Street
Bradenton, FL 34205-6258

August 22, 2006

James T. Farr, AICP
Vice President, Planning
George F. Young, Inc.
381 Sixth Avenue West
Bradenton, FL 34205

Re: SA.06.0006
1011 21st Street East
Manatee County Girls Club

Dear Mr. Farr:

The Bradenton City Council met in public hearing on Wednesday, August 16, 2006 to consider your request for special use approval to add a new 8,000 square feet classroom building at the Manatee County Girls Club, 1011 21st Street East.

The City Council unanimously approved your request with the following stipulations:

1. Landscaping will be installed around the proposed vehicular use area, and upgraded where necessary, as determined by the Planning and Community Development Director.

2. A 3-5 foot foundation landscape buffer will be provided.

Please feel free to contact me if I can be of any further assistance to you.

Sincerely,

Ruth B. Seewer
Development Review Manager

cc: Becky Canesse

EVALUATION AND REPORT

Department of Planning & Community Development

TO: Planning Commission
FROM: Ruth Seewer, Development Review Manager
DATE: July 10, 2006, August 22, 2006
APPLICANT: **SPECIAL USE AMENDMENT SA-06-0006** – Becky Canesse for Manatee County Girls Club Inc.
WARD: 5

FINDINGS OF FACT

SPECIAL USE AMENDMENT REQUEST FOR expansion of the existing Manatee County Girls Club (Just for Girls) facility by constructing an 8,000 square foot building, with additional parking facilities to accommodate the expanded floor area.

COMPLETE APPLICATION REMARKS:

The application appears to be complete, with the exception of a landscape plan.

ACREAGE: 2.83±

FLOOD ZONE: C

LOCATION OF SUBJECT PROPERTY: 1011 21st Street East, on the east side of 21st Street East, and north of the National Guard Armory. The subject property is also located within Neighborhood 7.02B, The Enterprise Zone, the Central CRA, and the Community Development Area. A legal description is on file.

CHARACTERISTICS OF THE SUBJECT PROPERTY: The subject property is developed with an existing multi use building, approximately 10,000 square feet, and associated parking. North of the existing building, there is a fringe of trees along the east property line, and in the northwest corner. East of the existing structure, you can find two concrete pads, and a small accessory structure. Approximately 4 or 5 trees located within the interior of the north side will require removal for the proposed structure and parking installation.

LUR ATLAS DESIGNATION: R-1C. Please see attached Land Use Atlas Map (City of Bradenton Exhibit "G")

SURROUNDING EXISTING LAND USES:
North: Residential
South: Armory
East: Residential
West: Residential

HISTORY/PREVIOUS ACTION RELEVANT TO APPLICANT'S REQUEST: A special use was granted to the Manatee County Girls Club (Just for Girls) for the existing structure on June 12, 1984, with the following stipulations of approval:

1. In the area designated for future parking, if its use causes a dust problem, the city will require that it be paved.
2. A ten-foot landscape buffer meeting City code will be installed between the area designated for future parking and 21st Street Court East.
3. Adequate screening will be installed around the dumpster.

4. Access onto 21st Street Court East will be prohibited until such time as it is paved.

ANALYSIS

REQUIRED POSITIVE FINDINGS:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control, and emergency access.* Ingress and egress will remain along 21st Street East. No new access drive is required. The parking area expansion will utilize the existing driveways.

2. *Location and design of off-street parking and loading areas in regard to the items in 1., above, and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on adjoining properties.* The proposed parking area will be approximately 50 feet from the adjacent residential property line to the north, an adequate distance. Although not indicated on the plan, landscaping will be required between the parking area and the property lines.

3. *Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.* These areas are not subject to change as a result of this expansion.

4. *Utilities, in regard to location, availability, adequacy, and compatibility with surrounding properties.* Utilities are existing to the site and not subject to change as a result of this expansion.

5. *Screening, buffering, or separation of any nuisance or hazardous feature of the use.* A hedge and trees are going to be required around the proposed vehicular areas.

6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility, and harmony with surrounding properties.* No change in signage is proposed at this time.

7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties, or adversely affect their economic value.* The proposed structure appears to be a logical expansion of the facility, which is designed to serve the neighborhood children with after school activities. As the City's population grows, there is a need for expanded services The facility is already in operation, and there appears to be sufficient land area to accommodate the expansion without adversely affecting the neighborhood.

8. *Adequacy of land and/or building, which are to be used.* There is adequate land to support the expansion.

9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.* The facility is currently in operation and compatible with the adjacent property. This is a neighborhood service use that caters to school-age children in the area. These facilities typically close at 6 or 7 p.m., and are closed on weekends.

10. *Environmental quality of the district in which the use is proposed and the effect the special exception might have on such quality.* The expansion of this use will not adversely affect the environment.

11. *Consistency with the City of Bradenton Comprehensive Plan.* Approval is not inconsistent with the neighborhood recommendations or the Goals, Objectives and Policies of the Plan.

DEVELOPMENT REVIEW COMMITTEE (DRC) COMMENTS:
Department of Public Works: No objections
Fire Prevention: No objections

Police: No comments received

SUMMARY OF OUTSIDE AGENCY/PUBLIC NOTIFICATION RESPONSE: None received as of the date of this report.

STAFF EVALUATION: The Manatee County Girls Club Inc. has operated Just For Girls on the subject property for approximately 25 years. As the neighborhood population increases, the need for facilities for after school activities must also increase. The facility provides a much needed service for the community by organizing after-school activities for children that would otherwise be left home alone while their parents were at work. Additionally it provides jobs and services for teens and young adults.

The existing facility has been in operation without any code enforcement violations or neighborhood complaints, and the logical expansion of the facility would not be detrimental to the neighborhood. Of the original stipulations, it appears that #'s 1, 2 and 3 have been complied with, and #4 has not been realized, as there is no connection to 21st Street Court East. This connection would be discouraged. Staff would encourage additional landscaping around the perimeter of the new parking area as a stipulation of the Special Use Amendment.

STAFF RECOMMENDATION: APPROVAL of SA-.06.0006 based on the positive findings required in Section 403.B of the Land Use Regulations, with the stipulation that landscaping be installed around the proposed vehicular use area, and upgraded where necessary, as determined by the Planning and Community Development Director.

PLANNING COMMISSION RECOMMENDATION (July 17, 2006): Unanimously approved with the following stipulations based on Staff Recommendation:

1. Landscaping will be installed around the proposed vehicular use area, and upgraded where necessary, as determined by the Planning and Community Development Director.

2. A 3-5 foot foundation landscape buffer will be provided.

CITY COUNCIL ACTION (August 16, 2006): Unanimously approved with the following stipulations based on Staff Recommendation:

1. Landscaping will be installed around the proposed vehicular use area, and upgraded where necessary, as determined by the Planning and Community Development Director.

2. A 3-5 foot foundation landscape buffer will be provided.

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. SA-06-0006
Tax ID No. 59-127332

2006 AUG 17 PM 3 11

CITY OF BRADENTON AFFIDAVIT
Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice
Posting Prior to Public Hearing

I, Becky Canesse, CEO for Just for Girls, hereby certify that a sign has been posted at 101 21st Street East, Bradenton, as of this date and for at least 10 days prior to the public hearing regarding the request of: Susan Kahl, City of Bradenton Review Coordinator.

BY: _____, CEO
Applicant's Signature

8-11-06
Date

The foregoing instrument was acknowledged before me this 8/11/06 day of August, 2006, who produced as identification personally Known (Becky Canesse)

NOTARY PUBLIC
STATE OF FLORIDA
Cynthia Hendrick
Comm. # DD 453268
Comm. Exp. July 20, 2009

Cynthia Hendrick
Notary Public, State of Florida & Seal

PCD Form PZ012-05/04

Phone: (941) 932-9423
Fax: (941) 932-9534

CITY OF BRADENTON
Bradenton, Florida
Department of Planning and Community Development

101 Old Main Street
Bradenton, FL 34205-6258

July 24, 2006

James T. Farr, AICP
Vice President, Planning
George F. Young, Inc.
381 Sixth Avenue West
Bradenton, FL 34205

Re: SA.06.0006
1011 21st Street East
Manatee County Girls Club

Dear Mr. Farr:

The City of Bradenton Planning Commission met in public hearing on Monday, July 17, 2006 to consider your request for special use approval to add a new 8,000 square feet classroom building at the Manatee County Girls Club, 1011 21st Street East.

The Planning Commission has unanimously approved and stipulated the following:

1. Landscaping will be installed around the proposed vehicular use area, and upgraded where necessary, as determined by the Planning and Community Development Director.

2. A 3-5 foot foundation landscape buffer will be provided.

This application will come before the City Council on Wednesday, August 16, 2006 at 8:30 a.m. for final disposition.

Please feel free to contact me at 932-9400 if I can be of any assistance to you prior to the meeting.

Sincerely,

Ruth B. Seewer
Development Review Manager

cc: Becky Canesse

SE-84-25

1011 21ST STREET EAST

Don't send

staff use only

WALTER B. RISE, JR. Architect

6404 Manatee Avenue, West, Suite F - Bradenton, Florida 34209 (813) 794-1244

CITY OF BRADENTON
'88 APR 20 PM 1 55
PLANNING & DEVELOPMENT

April 20, 1988

Mr. Jerry West
Director of Planning and Development
City of Bradenton,
Bradenton, Florida 34205

Re: EAST BRADENTON GIRLS CLUB (City File #84-25)

Dear Jerry:

As we discussed at our meeting April 19, we have found that sub-soil conditions at the site for the East Bradenton Girls Club indicate that the previously submitted and approved site plan for this property is not feasible. At some time between 1957 and the present, a natural low area on the site has been dug into a small lake and subsequently filled to the present level. We were not aware of this at the time the initial site plan was presented for review. Investigation, following poor sub-soil reports in the northwest quarter of the property, revealed the reason for the unsuitable foundation conditions.

Based on the information we now have, we are proposing a new layout for the site plan which relocates the building area from the site of the former lake to the stable ground at the south end of the property.

The building size, parking lot capacity, and other site improvements remain the same as previously shown.

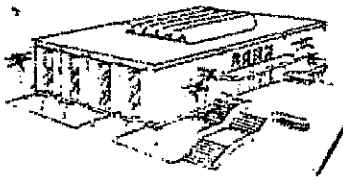
We request that you review the enclosed site plan proposal and relay any comments regarding the layout which you or your staff may have. If formal review by the City Planning Commission is required, please advise so that we can make application for this process.

Thank you for your assistance on this and previous projects.

Sincerely,

Walter B. Rise, Jr.

Enclosures: 5 copies site plan



CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

CALLER SERVICE 25015
33506-5015

April 25, 1988

Walter B. Rise, Jr.
6404 Manatee Avenue West
Suite F
Bradenton, FL 34209

Dear Mr. Rise:

I have reviewed your plans as it relates to the City's Zoning Ordinance and find that it complies with the Ordinance. The relocation of the building does not appear to affect the validity of the previous approved special exception to the Girls Club.

The special exception approval of the Board of Adjustment in June 1984 with stipulations as per the attached letter would still be applicable.

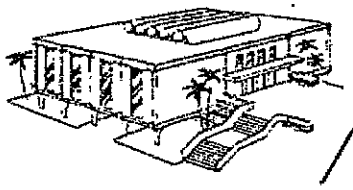
If you have further questions, please feel free to contact me.

Cordially,

Geri Moore

Geri Moore
Planner

Att.



CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

P. O. DRAWER 730
33506

June 12, 1984

Ms. Julie Taylor
Executive Director
Manatee County Girls Club
1023 Manatee Ave. W., Ste. 304
Bradenton, FL 33505

Dear Ms. Taylor:

The City of Bradenton Board of Adjustment met in regular session on June 11, 1984 at 3:00 p.m. in City Hall Council Chambers to consider the request of the Manatee County Girls Club for approval of a special exception to operate a girls' club on 21st Street East between 9th and 11th Avenue East.

The Board of Adjustment approved this request with the following stipulations:

1. In the area designated for future parking, if its use causes a dust problem, the City will require that it be paved.

2. A ten foot landscape buffer meeting City code will be installed between the area designated for future parking and 21st Street Court East.

3. Adequate screening will be installed around the dumpster.

4. Access onto 21st Street Court East will be prohibited until such time as it is paved.

If you have any questions, please feel free to contact this office.

Sincerely,

Jerry L. West

Jerry L. West, Director
Department of Planning & Development

JLW/mdl

MEMORANDUM

TO: Arlan Cummings

FROM: Eric Rohde

RE: Manatee County Girl's Club

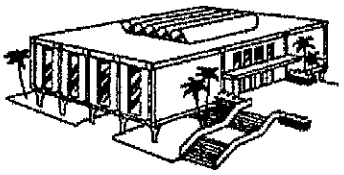
DATE: September 9, 1988

Arlan, I have attached four copies of the site plan for the above referenced project.

Please review and send us your comments, along with our three copies, at your earliest convenience.

Thanks!

Plans have been approved
extra prints
ABC
9/15/88



CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

CALLER SERVICE 25015
34206-5015

April 22, 1991

Carol Hunt, Director
Project Child Care
1003 17th St. W.
Palmetto, FL 34221

RE: Tapp North Infant Care Center

Dear Carol:

This letter will confirm that the structure for the above project is in compliance with all appropriate zoning requirements. It is my understanding that your Certificate of Occupancy will be issued within the week. Please feel free to contact me if you need further information, or have any questions.

Sincerely,

Ruth

Ruth B. Seewer
Currnet Planner

Form B-IV.

CITY OF BRADENTON, FLORIDA
Planning and Zoning Department
APPLICATION AND NOTICE OF APPEAL TO BOARD OF ADJUSTMENT

IMPORTANT – Complete ALL applicable items. Mark boxes where applicable.

I. LOCATION OF PROPERTY	Number and street	Subdivision	Lot	Block	Size
	21st Street East	Perry Park	7-14 89-47	A	

N S
E W side of _____ ; _____ feet N S E W from the intersection of _____
Zoning District _____

II. REASON FOR APPEAL

1 [x] Request for special exception use permit.
2 [ ] Alleged error in order, requirement, decision or determination of Administrative Official.
3 [ ] Request for literal interpretation of Land Use and Development Regulations.
4 [ ] Interpretation of exact location of zoning district boundaries.
5 [ ] Interpretation of the amount of off-street parking, loading and unloading space required.
6 [ ] Interpretation of the general environmental control criteria and performance standards.
7 [ ] Other interpretation or decision specifically specified in the Land Use and Development Regulations.
8 [ ] Appeal for dimensional variances. (Height or width of building or size of yards, but not dwelling unit or population density.)

APR 1984 RECEIVED CITY OF BRADENTON PLANNING & DEVELOPMENT DEPT.

III. REQUIRED ACCOMPANYING MATERIAL

9 [x] Preliminary Development Plat if a Special Exception Use Permit is requested. (See Appendix E, Development Plat Requirements, Land Use and Development Regulations, Bradenton, Florida.)
10 [ ] Justification of Findings Necessary for Granting a Dimensional Variance if the Appeal is for a Dimensional Variance.
11 [ ] Appropriate documents, plats, papers or other materials constituting the record upon which the action being appealed is based.
12 [ ] Legal description of the property in question if the appeal involves a specific parcel of land.
13 [ ] Names and addresses of the owners of every parcel of land within a distance of one hundred and fifty (150) feet in any direction from the property line of the land in question if the appeal involves a specific parcel of land.
14 [x] Any other information necessary for conformance with the City's Land Use and Development Regulations. SE-84-25

IV. IDENTIFICATION

	Name	Mailing address – Number, street, city, and State	ZIP code	Tel. No.
15. Owner	John P. Harllee, III Trustee	1205 Manatee Avenue West Bradenton, Florida	33505	748-3770
16. Attorney				
17. Other	Manatee County Girls Club, Inc. / Agent	317- 12th Street West # 31 Bradenton, Florida 33505		747-3107

The owner of this property and the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and county laws.

Signature of Applicant	Address	Application date
John P. Harllee	(above)	April 19, 1984

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE

Estimated cost of Public Notice	Estimated Cost Deposited with City Clerk and Treasurer's Office	
$ 30	Date	By:

Review Fee	Date Fee Paid	City Clerk and Treasurer's Office
$100		By:

$130

Action of BOARD OF ADJUSTMENT

[ ] Approved
[ ] Disapproved
[ ] Approved Subject to Modifications or Conditions
[ ] Conditional Approval based on a Preliminary Development Plat

Date _____ Signed _____
Chairman Board of Adjustment

Statement of Conditions of Approval, Nature of Required Modifications or Conditions or Reasons for Disapproval _____

PLANNING COMMISSION COMMENT

Individuals wishing to speak with regard to any item on today's Planning Commission agenda must indicate so by completing the information below and returning this form to Susan Kahl, Review Coordinator, prior to the beginning of the meeting.

Name *(please print)*: James Farr

Address: 381 Sixth Ave W, Bradenton

Topic of Public Hearing: Just for Girls

Are you: **in favor** or **opposed** *(circle one)*

Speaking as: **individual** or **representative of group** *(circle one)*

Name of group: Agent for Applicant

Do you have a visual presentation or other evidence to be presented? Yes

Brief description of presentation: speaking for amend to special exception

PLANNING COMMISSION COMMENT

Individuals wishing to speak with regard to any item on today's Planning Commission agenda must indicate so by completing the information below and returning this form to Susan Kahl, Review Coordinator, prior to the beginning of the meeting.

Name *(please print)*: Becky Canesse, C.E.O. Just For Girls

Address: 936 14th St. W.

Topic of Public Hearing: Special Use

Are you: **in favor** or **opposed** *(circle one)*

Speaking as: **individual** or **representative of group** *(circle one)*

Name of group: Applicant - Just For Girls

Do you have a visual presentation or other evidence to be presented? Yes.

Brief description of presentation:

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
1	ALBERT CUMMINGS ENTERPRISES INC	1607 16TH AVE E		PALMETTO	FL	34221				1310100001	2019	9TH	AVE	E	
2	BRADENTON CITY OF	CALLER SERVICE 25015		BRADENTON	FL	34206				1360500059	1024	24TH	ST	E	
3	BRADENTON HOUSING AUTHORITY	1307 6TH ST W		BRADENTON	FL	34205				1369800006	2002	9TH	AVE	E	
4	BROOKS, SYLVESTER SR	1812 3RD AVE E		PALMETTO	FL	34221				1359000109	2110	9TH	AVE	E	
5	BROWN, DARNELL	2120 9TH AVE E		BRADENTON	FL	34208				1341500005	2120	9TH	AVE	E	
6	BROWN, DOROTHY J	805 21ST ST E		BRADENTON	FL	34208				1341100004	805	21ST	ST	E	
7	CITY OF BRADENTON	PO BOX 25015		BRADENTON	FL	34206	5015			1360501019		RIGHT OF WAY			
8	COLE, CHARLES R	P O BOX 14603		BRADENTON	FL	34280	4603			1358900007	2102	9TH	AVE	E	
9	DIAZ-OROZCO, SANTOS	2203 9TH AVE E		BRADENTON	FL	34208				1338200007	2203	9TH	AVE	E	
10	DUBOSE, E KEITH	12301 MOSSWOOD PL		BRADENTON	FL	34202				1359000059	2114	9TH	AVE	E	
11	FULTON, SALLIE	2117 9TH AVE E		BRADENTON	FL	34208				1341500153	2117	9TH	AVE	E	
12	GALARZA, JOAQUIN	PO BOX 1191		ONECO	FL	34264	1191			1360210007	919	21ST	ST	E	
13	HENLEY, ORANZLO	923 21ST STREET CT E		BRADENTON	FL	34208				1360501109	923	21ST	ST	E	
14	HIRD, EMMUEAL	927 21ST STREET CT E		BRADENTON	FL	34208				1360501209	927	21ST	ST	E	
15	HOLMES, G M	6023 26TH ST W 299		BRADENTON	FL	34207				1359100003	2118	9TH	AVE	E	
16	JENKINS, JESSICA \	2138 9TH AVE E		BRADENTON	FL	34208				1360000002	2138	9TH	AVE	E	
17	JESTANY INVESTMENT CORP	3405 61ST ST E		PALMETTO	FL	34221				1361100009	920	22ND	ST	E	
18	LAWRENCE, JOHN I	917 21ST ST E		BRADENTON	FL	34208				1359200001	917	21ST	ST	E	
19	MANATEE COUNTY GIRLS CLUB INC	936 14TH ST W		BRADENTON	FL	34205				1359400059	1011	21ST	ST	E	
20	MOORE, JESSIE L	2115 9TH AVE E		BRADENTON	FL	34208				1341500104	2115	9TH	AVE	E	
21	NOVOA, ANTONIO E	921 21ST ST E		BRADENTON	FL	34208				1359300009	921	21ST	ST	E	
22	PARKER, SALLY	2126 9TH AVE E		BRADENTON	FL	34208				1359610001	905	21ST	ST	E	

	OWNER	MAILING ADDR1	MAILING ADDR2	CITYNAME	ST	ZIP	+4	COUNTRY	POSTALCODE	PARID	NO	STREET	STR	DIR	UNIT
23	PARKER, SALLY	2126 9TH AVE E		BRADENTON	FL	34208				1359600002	2126	9TH	AVE	E	
24	PINCKNEY, ETHEL M	921 21ST STREET CT E		BRADENTON	FL	34208				1360501059	921	21ST	ST	E	
25	PRICE, PHYLLIS	2101 9TH AVE E		BRADENTON	FL	34208				1341400503	2101	9TH	AVE	E	
26	RUMPH, JACQUELINE	917 21ST STREET CT E		BRADENTON	FL	34208				1360200008	917	21ST	ST	E	
27	SCOTT, DIANE	2106 9TH AVE E		BRADENTON	FL	34208				1358910006	2106	9TH	AVE	E	
28	SMITH, ALPHONSO	925 21ST STREET CT E		BRADENTON	FL	34208				1360501159	925	21ST	ST	E	
29	THOMAS, REBECCA	2109 9TH AVE E		BRADENTON	FL	34208				1341400008	2109	9TH	AVE	E	
30	VALDEZ, FRANCISCA	932 22ND ST E		BRADENTON	FL	34208				1360900003	932	22ND	ST	E	
31	WILLIAMS, CURTIS LEE	2134 9TH AVE E		BRADENTON	FL	34208				1359800008	2134	9TH	AVE	E	
32	YOUNG AND YOUNG PROPERTIES INC	3639 CORTEZ RD		BRADENTON	FL	34210				1341200002	2105	9TH	AVE	E	

381 Sixth Avenue West
Bradenton, Florida 34205
(941) 745-2377 FAX (941) 747-4948

George F. Young, Inc.

Turning Vision Into Reality

Since 1919

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

Friday, June 09, 2006

Ms. Ruth Seewer
Department of Planning and Community Development
101 Old Main Street
Bradenton, FL 34203

RECEIVED
PLANNING & COMMUNITY DEVELOPMENT
JUN 9 4:03 PM 2006

Re: Special Use Permit Amendment
Prop 8,000 sf Classroom Building
Just for Girls – East Bradenton

Dear Ms. Seewer: Ruth

Just for Girls, Inc is proposing a new 8,000 sf classroom building at their East Branch located at 1011 21st Street East in Bradenton. This proposed activity would require an amendment to the previously approved special use permit. The proposed building would be located 105 +/- feet from the northwest property line and no closer to the east property line than the existing metal building. Sixteen (16) new parking spaces are proposed adjacent to the new building. The proposed hours of operation are typically after school hours until early evening and summer business hours. The use of the building is for classroom purposes. The proposed education use is consistent with the same sort of uses in the existing metal all purpose building.

Please accept the attached special use permit amendment application package including forty (40) copies of the application, site plan, survey and supporting plan sheets and an application fee checks made payable to the City of Bradenton that total $414.00.

Please place this request on the regularly available Planning Commission and City Council hearing agendas. Thank you for your attention to this matter.

Sincerely,

James T. Farr, AICP
Vice President, Planning

City Of Bradenton
EXHIBIT B
SA. 06. 0006

cc: Ms. Becky Canesse

DEVELOPMENT REVIEW COMMITTEE
COMMENTS SHEET

Application #_____ DRC DATE:_____

Project Name:_____

Public Works Department: Official:

OK

Fire Department: Official:

OK

Police Department: Official:_____

Planning Department: Received By:_____

Return to:
City of Bradenton, Department of Planning & Community Development
101 12th St, Bradenton, FL 34205

Permit No. SA-06-0006
Tax ID No. 59-127332

2006 JUL 11 AM 10 41

CITY OF BRADENTON AFFIDAVIT
Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400 x 413 Fax: (941) 932-9534

Certification of Notice
Posting Prior to Public Hearing

I, Becky Canesse, CEO for Just for Girls, hereby certify that a sign has been posted at 1011 21st Street East, Bradenton, as of this date and for at least 10 days prior to the public hearing regarding the request of: Susan M. Kahl, City of Bradenton Review Coordinator to comply with requirements concerning construction plans for that location.

JUST FOR GIRLS

BY: _____
Applicant's Signature

7-6-06
Date

The foregoing instrument was acknowledged before me this 6th day of July, 2006, who produced as identification Becky Canesse.

NOTARY PUBLIC
STATE OF FLORIDA
Cynthia Hendrick
Comm. # DD 453268
Comm. Exp. July 20, 2009

Cynthia Hendrick
Notary Public, State of Florida & Seal

PCD Form PZ012-05/04

ANATEE COUNTY GIRLS CLUB, INC. • 936 14TH STREET, WEST • BRADENTON, FL 34205

69761

ayee CITY OF BRADENTON

endor ID CITY

Account #:

69761
06/05/2006

Invoice	Description	Discount	Amount
O 39910	EB SPECIAL USE AMENDMENT APPLICATION FO...	$0.00	$414.00
	Total :	$0.00	$414.00

City of Bradenton

Receipt

Cash Receipt 041612-11 6/12/2006

01 - City of Bradenton

Manatee County 001-200100-000
UNDESIGNATED COLLECTIONS - 000
Name: John Smith
Check # 00.000
Description Number: 039104 $414.00

Total $414.00
Check ($414.00)
Check No. 99999

Thank You for Your Payment

SE-84-25

1011 21ST STREET EAST

WALTER B. RISE, JR. Architect
6404 Manatee Avenue, West, Suite F - Bradenton, Florida 34209 (813) 794-1244

CITY OF BRADENTON
'88 APR 20 PM 1 55
PLANNING & DEVELOPMENT

April 20, 1988

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Director of Planning and Development
City of Bradenton,
Bradenton, Florida 34205

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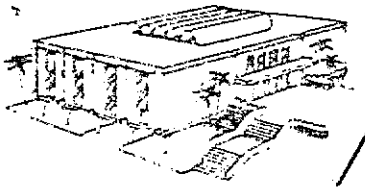

CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

CALLER SERVICE 25015
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Geri Moore

Geri Moore
Planner

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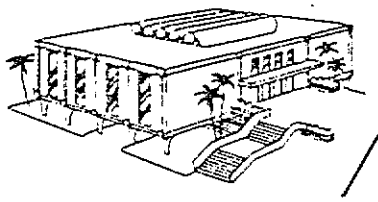

CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

P. O. DRAWER 730
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June 12, 1984

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1023 Manatee Ave. W., Ste. 304
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Jerry L. West

Jerry L. West, Director
Department of Planning & Development

JLW/mdl

MEMORANDUM

TO: Arlan Cummings

FROM: Eric Rohde

RE: Manatee County Girl's Club

DATE: September 9, 1988

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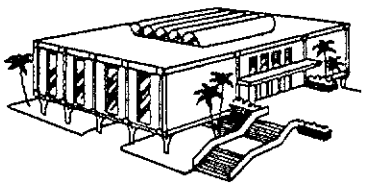
ABC

9/15/88



CITY OF BRADENTON

BRADENTON, FLORIDA

813/748-0800

CALLER SERVICE 25015
34206-5015

April 22, 1991

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1003 17th St. W.
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RE: Tapp North Infant Care Center

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Ruth B. Seewer
Currnet Planner

Form B-IV.

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Planning and Zoning Department
APPLICATION AND NOTICE OF APPEAL TO BOARD OF ADJUSTMENT

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N S
E W side of _____ ; _____ feet N S E W from the intersection of _____

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6 ☐ Interpretation of the general environmental control criteria and performance standards.
7 ☐ Other interpretation or decision specifically specified in the Land Use and Development Regulations.
8 ☐ Appeal for dimensional variances. (Height or width of building or size of yards, but not dwelling unit or population density.)

APR 1984 RECEIVED CITY OF BRADENTON PLANNING & DEVELOPMENT DEPT.

III. REQUIRED ACCOMPANYING MATERIAL

9 ☑ Preliminary Development Plat if a Special Exception Use Permit is requested. (See Appendix E, Development Plat Requirements, Land Use and Development Regulations, Bradenton, Florida.)
10 ☐ Justification of Findings Necessary for Granting a Dimensional Variance if the Appeal is for a Dimensional Variance.
11 ☐ Appropriate documents, plats, papers or other materials constituting the record upon which the action being appealed is based.
12 ☐ Legal description of the property in question if the appeal involves a specific parcel of land.
13 ☐ Names and addresses of the owners of every parcel of land within a distance of one hundred and fifty (150) feet in any direction from the property line of the land in question if the appeal involves a specific parcel of land.
14 ☑ Any other information necessary for conformance with the City's Land Use and Development Regulations.

SE-84-25

IV. IDENTIFICATION

	Name	Mailing address – Number, street, city, and State	ZIP code	Tel. No.
15. Owner	John P. Harllee, III Trustee	1205 Manatee Avenue West Bradenton, Florida	33505	748-3770
16. Attorney				
17. Other	Manatee County Girls Club, Inc. / Agent	317- 12th Street West # 31 Bradenton, Florida 33505		747-3107

The owner of this property and the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and county laws.

Signature of Applicant	Address	Application date
John P. Harllee	(above)	April 19, 1984

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE

Estimated cost of Public Notice	Estimated Cost Deposited with City Clerk and Treasurer's Office	
$ 30	Date	By:

Review Fee	Date Fee Paid	City Clerk and Treasurer's Office
$100		By:

$130

Action of BOARD OF ADJUSTMENT

☐ Approved
☐ Disapproved
☐ Approved Subject to Modifications or Conditions
☐ Conditional Approval based on a Preliminary Development Plat

Date _____ Signed _____
Chairman Board of Adjustment

Statement of Conditions of Approval, Nature of Required Modifications or Conditions or Reasons for Disapproval _____

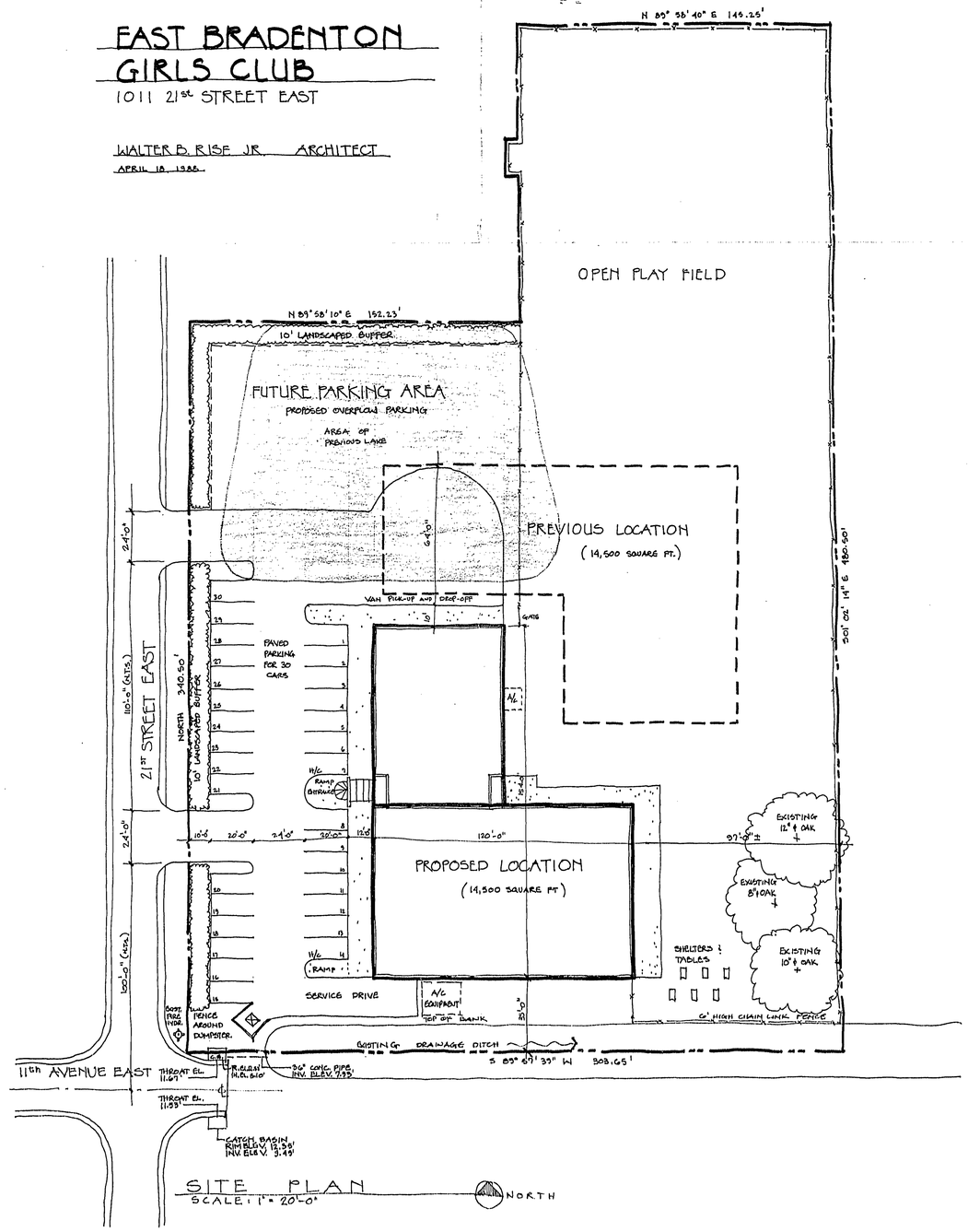
EAST BRADENTON GIRLS CLUB

1011 21st STREET EAST

WALTER B. RISE JR. ARCHITECT

APRIL 15, 1985.

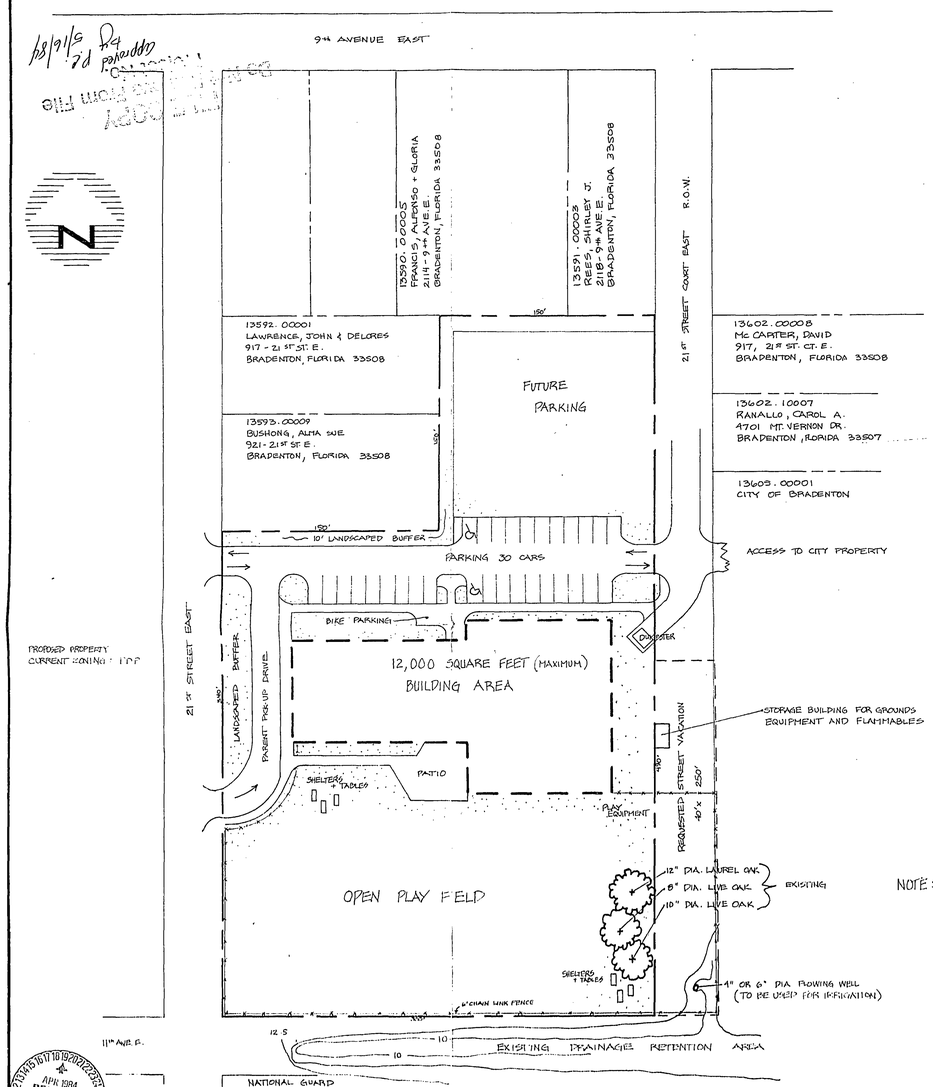
CITY OF BRADENTON
FEB 07 20 PM 1 55
PLANNING & DEVELOPMENT



SITE PLAN

SCALE: 1" = 20'-0"

SE-84-25



NOTE: EXISTING VEGETATION ONLY THE 3 OAKS SHOWN ON PLAN QUALIFY AS TREES UNDER THE CITY OF BRADENTON'S TREE ORDINANCE. OTHER VEGETATION CONSISTS OF PARK TREES, BRAZILIAN PEPPER TREES, AUSTRALIAN PINES, WEEDS AND GRASSES.

Re: Girls Club

APR 1984
RECEIVED
CITY OF BRADENTON
PLANNING & DEVELOPMENT DEPT.

SE-84-25

MANATEE COUNTY GIRLS CLUB - PERRY PARK PROPERTY

1011 - 21st STREET EAST BRADENTON, FLORIDA

Approved by BOA w/stips 6/11/84

PRELIMINARY SITE PLAN

10 80 20 10 0 40 80 120 160 200

SCALE: 1" = 40'-0"

LEGAL DESCRIPTION:

SEC. 31
TWP. 34
RNG. 18E

LOTS 9 THROUGH 14, LOTS 39 THROUGH 47, BLOCK A, AND LOT B, LESS NORTH 34; BLOCK A, PERRY PARK, ALSO EAST 5.35' NORTH 17' OF LOT 7, BLOCK A, REPLAT OF PERRY PARK, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 8, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

Allen Garner
LANDSCAPE ARCHITECT
LAND PLANNER A.S.L.A.
P.O. BOX 33 CORTEZ, FLORIDA 33522 PH. (813) 794-0280

DRAWN BY: W.WARREN | CHECKED BY: A.G.G. | DATE: 3/11/84 | REVISED: | JOB NO. 84-2 | SHEET 1 OF 1

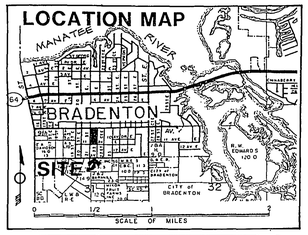
SE-84-25

LEGAL DESCRIPTION:

Lots 9 through 14, Lots 39 through 47, Block A, and Lot 8 less the North 34 feet, Block A, Perry Park. Also the East 5.35 feet of the North 17 feet of Lot 7, Block A, replat of Perry Park, as per Plat thereof recorded in Plat Book 6, Page 8 of the Public Records of Manatee County, Florida.

Site contains 2.818 acres, more or less.

LOCATION MAP



SITE DATA:

Existing Zoning:	R1-B
Gross Site Acreage:	2.82 Acre
Proposed Use:	Educational Facility
Number of Floors:	One
Height of Building:	13' Maximan
Gross Floor Area:	13,000 S.F. (.11 FAR)
Total Impervious Surface:	0.62 Acre 27,000 S.F.
Open Space:	2.20 Acre 95,882 S.F. 78%
Parking Spaces Provided:	30 spaces (per rezone)

LEGEND

- 11.6 EXIST. ELEV.
- 10.50 PROPOSED ELEV.
- PAVING SLOPE/DRAINAGE
- NEW TREE
- NEW HEDGE — ALL PLANTING BY OWNER
- NEW GROUND COVER
- 4" CONC. WALK
- (A) RETENTION SECTION SEE SHT. 2
- —X— 6' CHAIN LINK FENCE W/ TOP RAIL GATES AS SHOWN 4' OR 8'

PLANT LIST

NOTE: ALL PLANTING & IRRIGATION BY OWNER. CONTRACTOR TO INSTALL 2" PVC SLEEVES FOR IRRIG. UNDER PAVING AS SHOWN ON SITE PLAN — ESTIMATE BY OWNER

COMMON NAME	KEY	BOTANICAL NAME	SIZE & SPECIFICATION	QTY.
LIVE OAK		QUERCUS VIRGINIANA	8' OA x 4' SPR. MIN 2½" CAL.	
CARPETWOOD		CYRILLA RACEMIFLORA	8' OA MIN 2½" CAL. CONT.	
DAHOON HOLLY		ILEX CASSINE	8' OA MIN 2½" CAL CONT.	
WAX MYRTLE		MYRICA CERIFERA	4'-5' OA x 3' SPR. FULL BAD	
SILVERTHORN		ELAEAGNUS PUNGENS	3 GAL 24"x18" 15 HEDGE 5' OC	
YAUPON HOLLY		ILEX VOMITORIA	3 GAL 18"x12" SPR. MIN.	
CABBAGE PALM		SABAL PALMETTO	8'-10'-12' STAGGER HT.	
QUEEN PALM		ARECASTRUM ROMANZOFF	10'-12' OA	
ASPARAGUS FERN		ASPARAGUS SPRENGERI	1 GAL 24" OC STAGGER SPACE	
BLUE DAZE		EVOLVULUS SP.	1 GAL 24" OC STAGGER SPACE	
ENTIRE AREA — EXCEPT AS SHOWN		SOD OR SEED		
MULCH: PROVIDED BY FORESTRY RESOURCES FT. MYERS				

LANDSCAPE NOTES

(CARPETWOOD & DAHOON HOLLY)

1. Trees shall be Live Oak with a minimum height of eight (8) feet and a minimum spread or crown of four (4) feet, 2-2½" cal.
2. Hedge shall be SILVERTHORN (ELAEAGNUS) with a minimum height of TWENTY-FOUR (24) inches, a minimum EIGHTEEN (18) inch spread or a three (3) gallon pot size and spaced thirty (30) inches on center.
3. Plant materials shall conform to the standards for Florida No. 1 or better as given in "Grades & Standards for Nursery Plants" Part I, 2003, and Part II, State of Florida, Department of Agriculture, Tallahassee.
4. All required landscape shall be provided with an automatic, underground irrigation system to provide 100% coverage.
5. SOD ALL 2:1 SLOPES AND AREAS NOTED "SOD" ON PLAN. ALL OTHER AREAS TO BE SEEDED

LANDSCAPE SUMMARY:

REQUIREMENTS

Required Adjacent to Public R.O.W.
7 Trees Required (1/50 L.F.)
3' Continuous Hedge

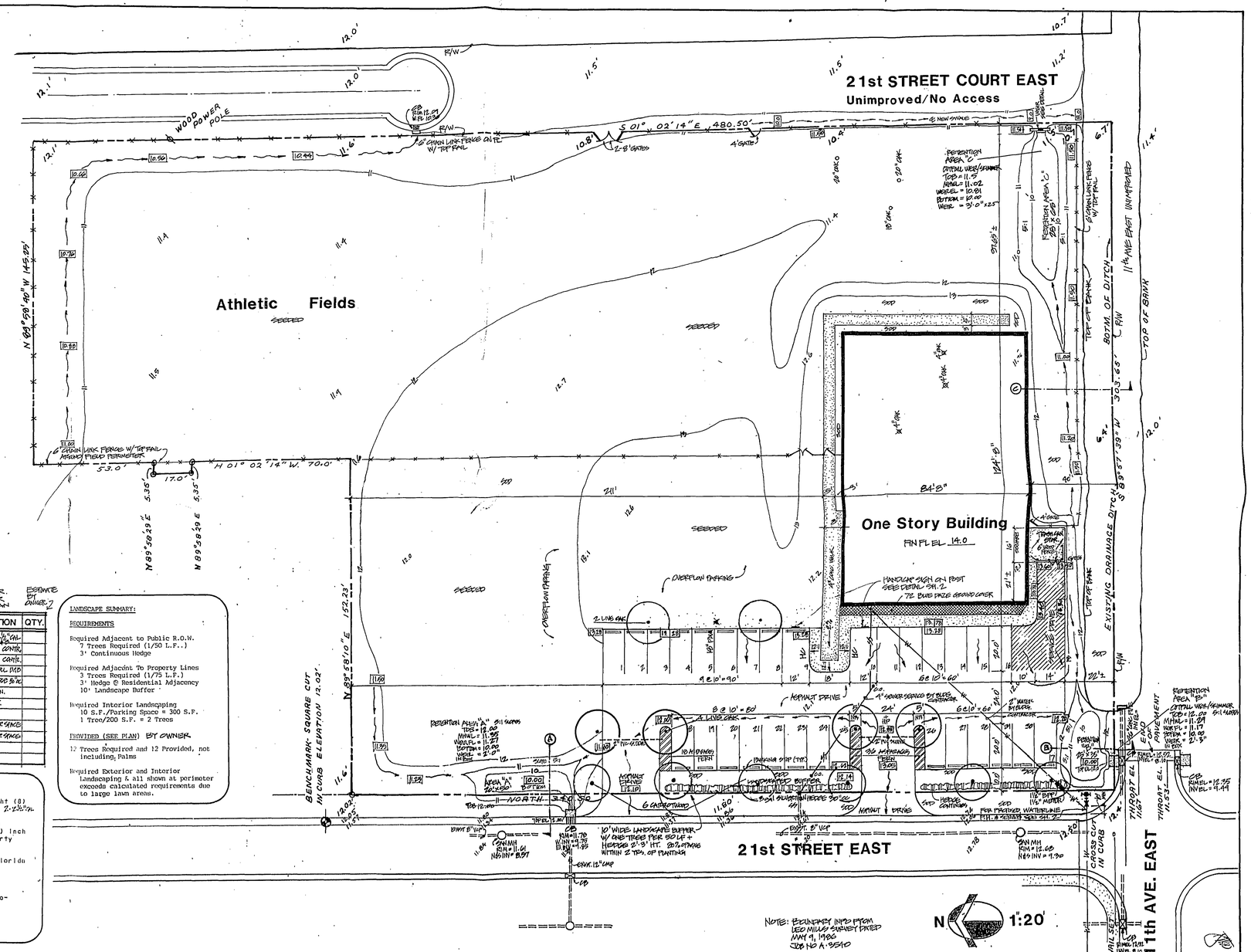
Required Adjacent To Property Lines
3 Trees Required (1/75 L.F.)
3' Hedge @ Residential Adjacency
10' Landscape Buffer

Required Interior Landscaping
10 S.F./Parking Space = 300 S.F.
1 Tree/200 S.F. = 2 Trees

PROVIDED (SEE PLAN) BY OWNER

12 Trees Required and 12 Provided, not including Palms

Required Exterior and Interior Landscaping & all shown at perimeter exceeds calculated requirements due to large lawn areas.



NOTE: BOUNDARY INFO FROM LEE MILLS SURVEY DATED MAY 9, 1986 JOB NO A-9510

NOT APPROVED FOR CONSTRUCTION DATE:

SE-84-25

REVISIONS			DRAFTED	SCALE
DATE	SYM	DESCRIPTION	IN	1"=20'
8-3-84	—	GRADING, NOTES	DESIGN	CHECKED
			RH/DBL	RHP

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(813) 792-8161

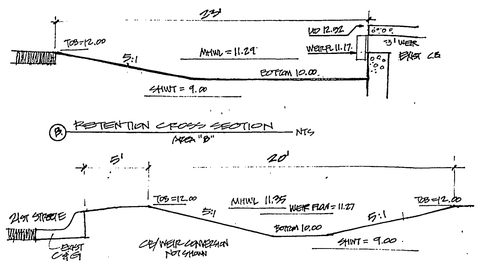
BRADENTON, FL.

SHEET TITLE: SITE PLAN

SEC 31 TWP 34 RGE 18 — DATE: OCT '84 — PROJ # 84-011

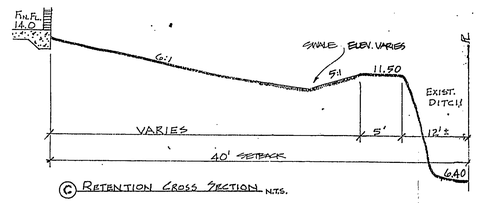
PROJECT NAME: E. BRADENTON GIRLS CLUB
1011 21st STREET EAST

SHEET 1/2

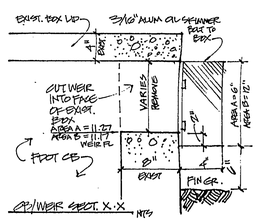


Ⓑ RETENTION CROSS SECTION NTS
AREA "B"

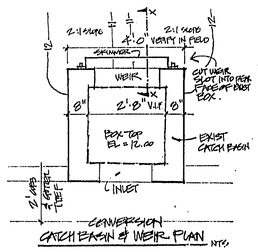
Ⓐ RETENTION CROSS SECTION NTS
AREA A



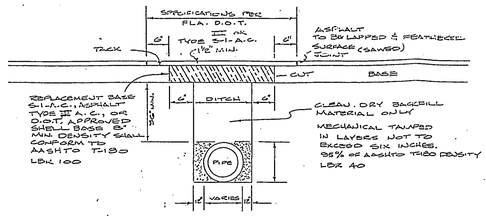
Ⓒ RETENTION CROSS SECTION N.T.S.



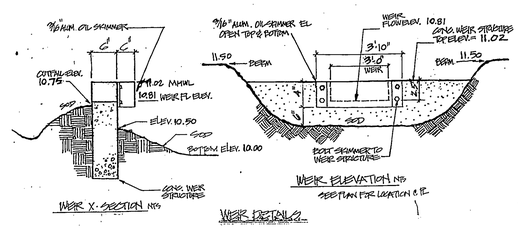
CB/WEIR EXIST. X-X N.T.S.



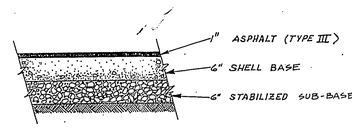
CONVERSION CATCH BASIN & WEIR PLAN N.T.S.



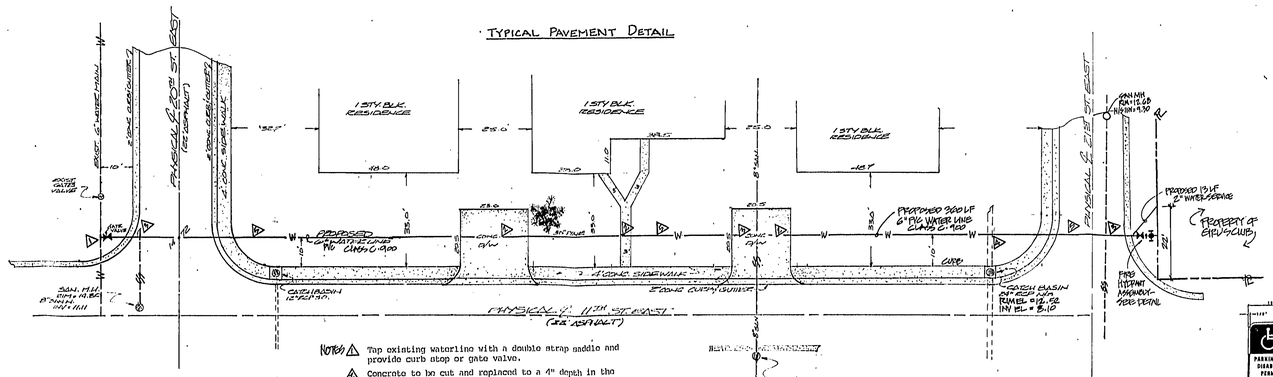
TYPICAL REPLACEMENT ROAD CUT



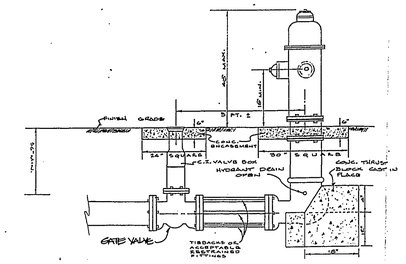
WEIR DETAILS



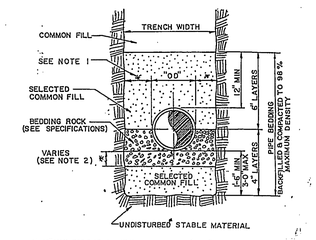
TYPICAL PAVEMENT DETAIL



NOTES:
1. Tap existing waterline with a double strap saddle and provide curb stop or gate valve.
2. Concrete to be cut and replaced to a 4" depth in the existing configuration.
3. Place waterline below existing sanitary sewer with a minimum clearance of 18" or encase sewer in concrete at contractors option.
4. Place waterline below existing storm sewer with no minimum clearance required.
5. A minimum cover of 30" is required over proposed waterline.

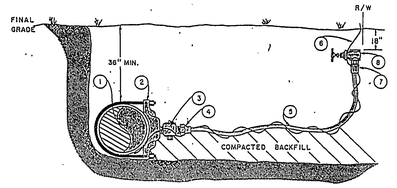


STANDARD HYDRANT / THRUST BLOCK



1.) 10" MAX. FOR PIPE DIAMETER LESS THAN 24", 12" MAX. FOR PIPE DIAMETER OVER 24" AND LESS THAN 42", 24" MAX. FOR PIPE DIAMETER 42" AND OVER.
2) 4" MIN. FOR PIPE 15" DIA. & LESS; 6" MIN. FOR PIPE 18" DIA. TO 36" DIA. AND 9" MIN. FOR PIPE 42" DIA. & LARGER.

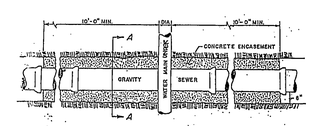
PIPE BEDDING DETAIL



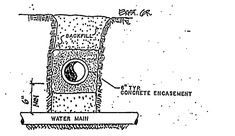
ITEM	QUANT.	MATERIALS DESCRIPTION
1	*	6", 8" PIPE, PVC (DR-18)
2	1	6", 8" SADDLE, SERVICE W/1" CC THREAD
3	1	1" CORPORATION (CC THREAD)
4	1	1" INSERT (STAINLESS STEEL)
5	*	2" TUBING, POLYBUTYLENE
6	*	#14 U.F. WIRE, COPPER, INSULATED
7	1	1" ADAPTER, POLYBUTYLENE TUBING
8	1	1" VALVE, GATE

NOTE: ALL FITTINGS FOR POLYBUTYLENE TUBING ARE COMPRESSION TYPE.

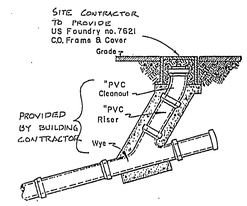
WATER SERVICE DETAIL



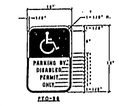
TYPICAL WATER-SEWER CROSSING
WATER CROSS UNDER SEWER



SECTION A-A



CLEANOUT DETAIL



NOTES:
1. ALL SIGNAGE AND LETTERING TO CONFORM TO APPLICABLE STATE & LOCAL REGULATIONS.
2. ALL SIGNAGE, MATERIALS AND INSTALLATION TO CONFORM TO APPLICABLE STATE & LOCAL REGULATIONS.
3. SIGNS TO BE MOUNTED ON A RIGID POST.

Handicap Parking Sign
Not to Scale

SEE PLAN FOR LOCATION

1"=30'

REVISIONS			DRAFTED	SCALE
DATE	SYM	DESCRIPTION	JN	1"=30'
8-24-84		VACATION WEIR EXIST.	PL	
			DESIGN	CHECKED
			RDP	RDP

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(813) 792-0101

SHEET TITLE: **WATERLINE EXTENSION & DETAILS**

SEC 21 | TWP 34 | RGE 19

DATE: JULY 1984
PROJ # 83-211

PROJECT NAME: **E. BRADENTON GIRLS CLUB**

SHEET 2/2

NOT APPROVED FOR CONSTRUCTION DATE:

SE-84-25

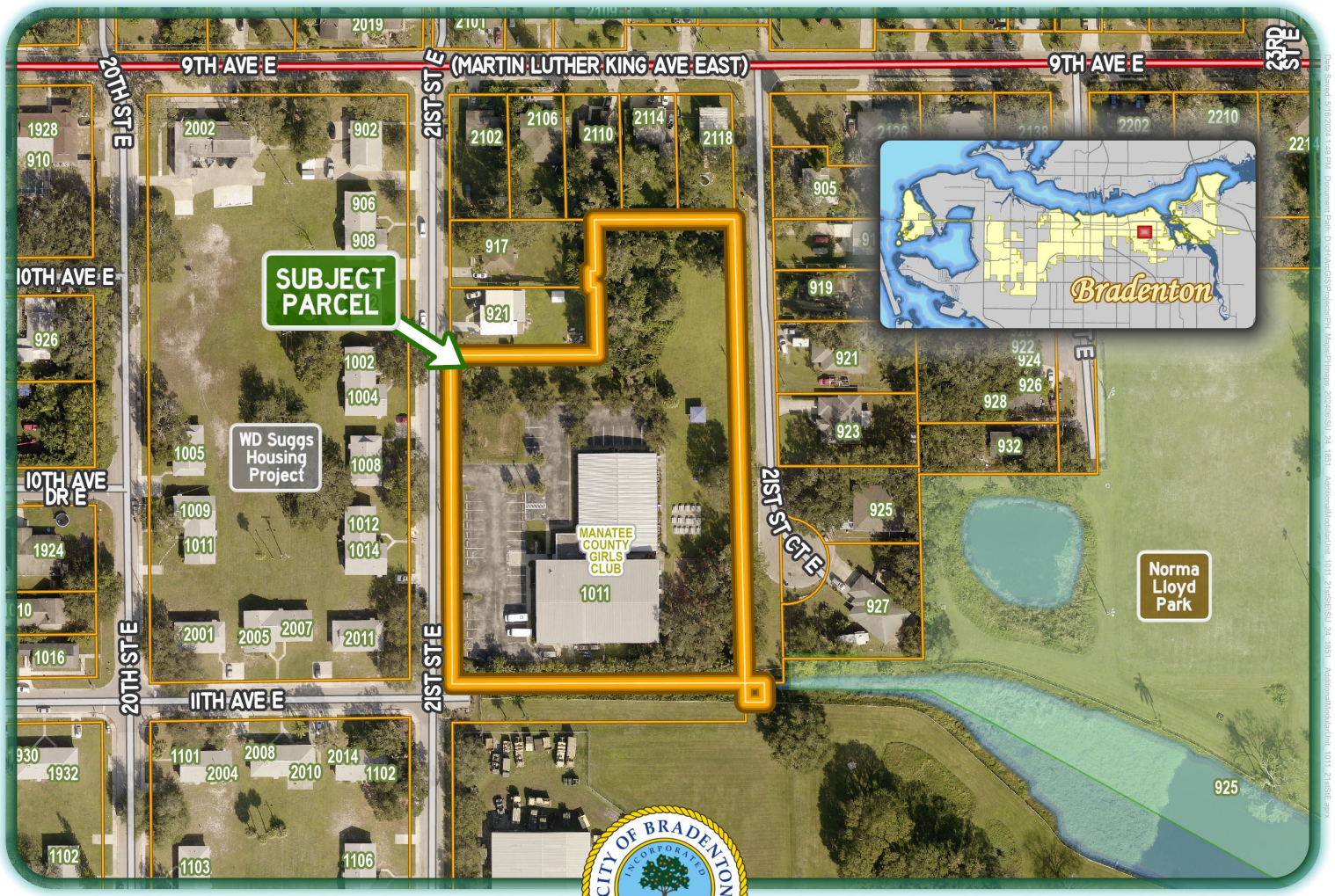
City Council
July 24, 2024

Resolution: 24-42
Case: SU.24.1851

Special Use Amendment request to allow for the expansion of classroom space with an 8-unit modular unit measuring about 8,000 sf connected to the existing Just for Girls facility

Staff Contact: Monica Friedl, City Planner

Location Map



SU.24.1851 Additional Modular Unit

owner: Manatee County Girls Club, Inc
1011 21st Street East
PID: 1359400059

CITY OF BRADENTON FLORIDA
Bradenton Department of Planning and Community Development

Location

0 25 50 75
Yards

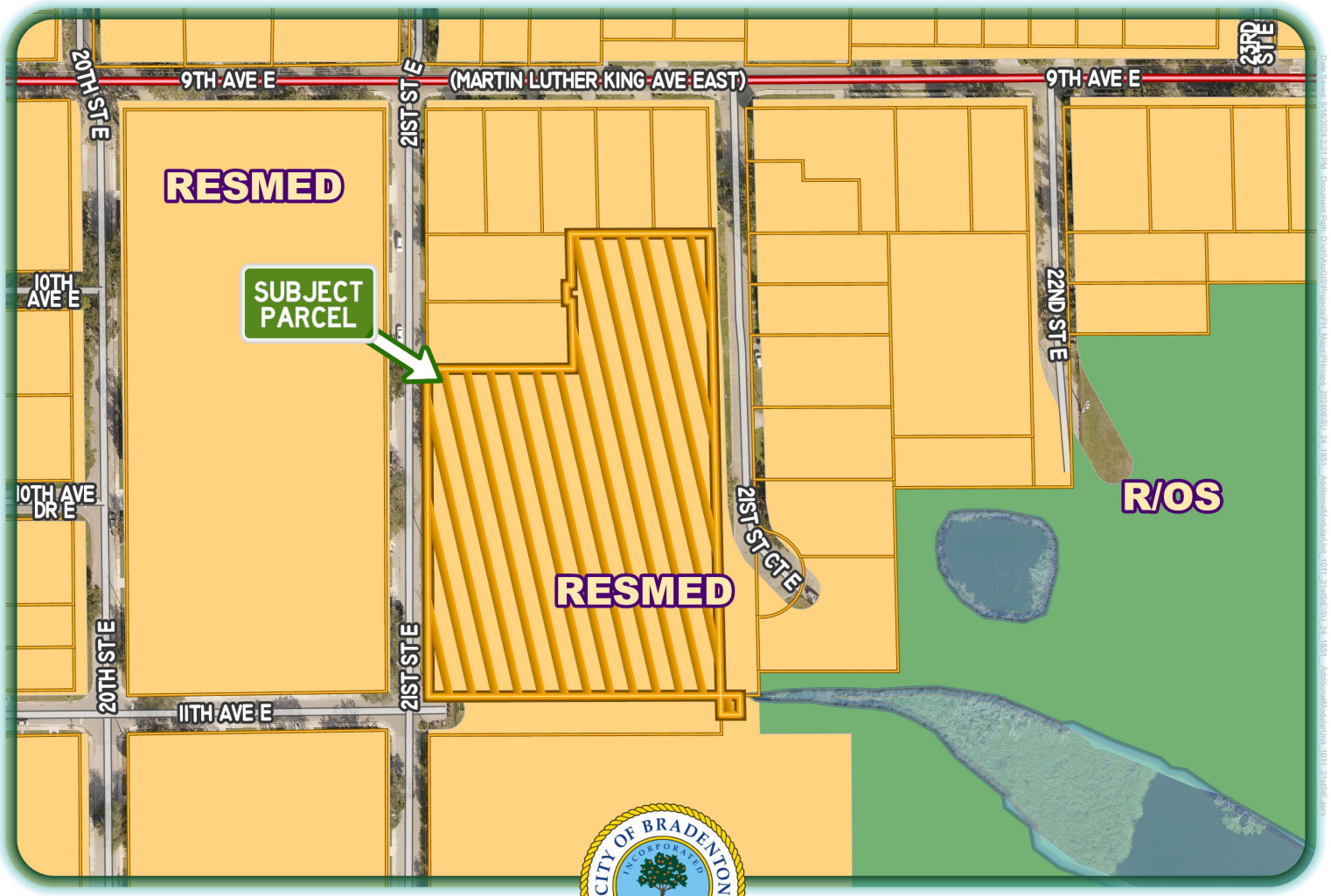
LEGEND

- Subject Parcel
- Other Parcels

Zoning Map


9TH AVE E
(MARTIN LUTHER KING AVE EAST)
9TH AVE E
20TH ST E
21ST ST E
23RD ST E
22ND ST E
10TH AVE E
10TH AVE DR E
11TH AVE E
SUBJECT PARCEL
T4-O
T4-R
T4-R
T4-R
21ST ST CT E
SU.24.1851 Additional Modular Unit
owner: Manatee County Girls Club, Inc
1011 21st Street East
PID: 1359400059
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
Subject Parcel
Other Parcels

Future Land Use Map



Proposed Request

- Applicant is requesting to:
  - Allow for an expansion of an existing special use to permit the addition of an 8-unit modular classroom that will be 8,064 square feet for Visible Men Academy
    - Visible Men Academy will be providing two school buses for transportation of students for both charter schools (Visible Men Academy and Just for Girls).

Form Based Code – Use Table

- Schools, Public & Private require a Special Use approval within the T4-R zoning district

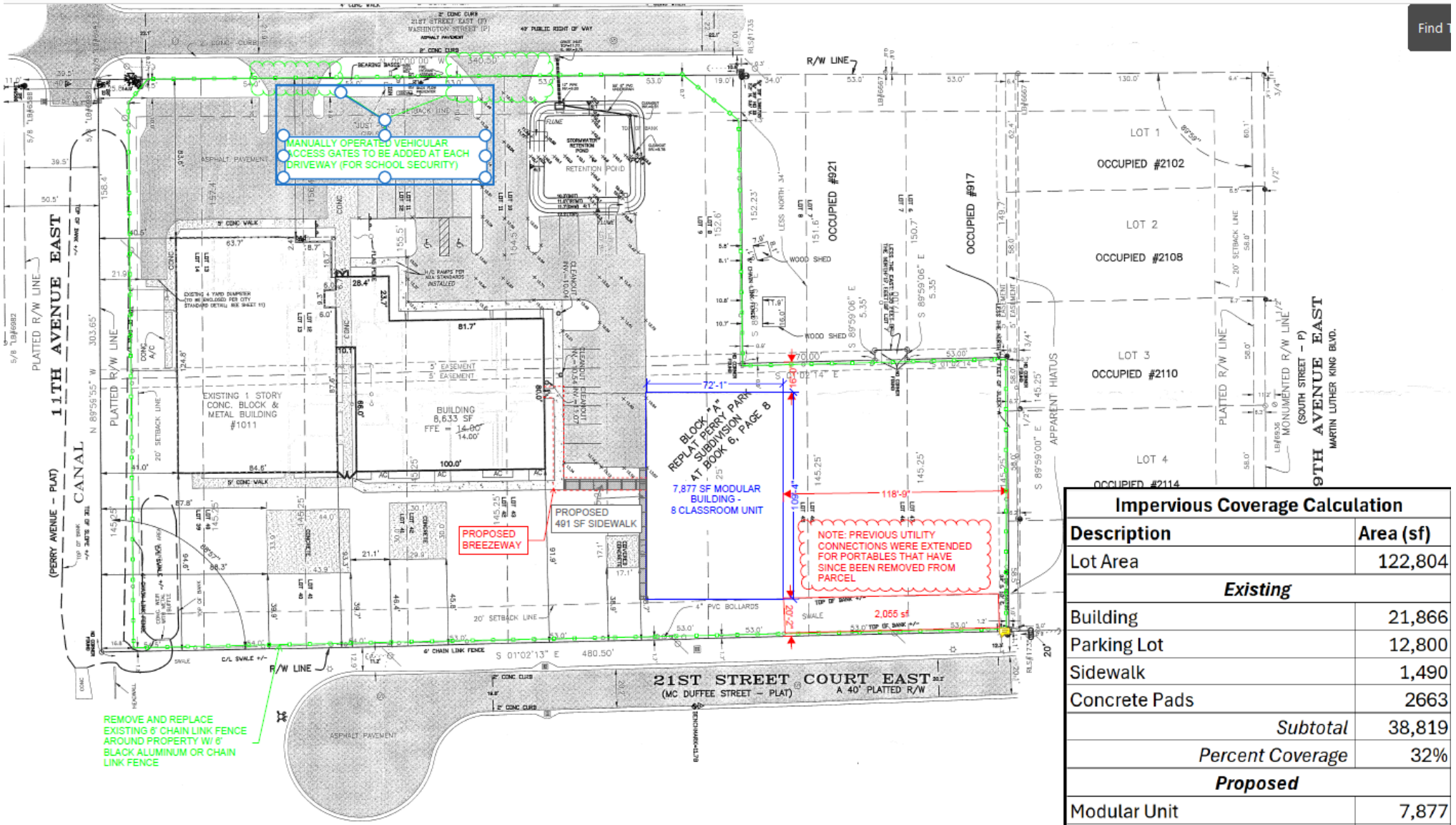
	T3	T4-R	T4-O	T5	T6	SD
i. OTHER: EDUCATION						
College			SU	SU	SU	P
Schools, Public & Private[3]	SU	SU	SU	SU	SU	P
Business Training Schools			P	P	P	P
Educational	SU	SU	SU	SU	SU	SU
Cultural			SU	SU	SU	SU
Other- Childcare Center*[2][3]	SU	SU	SU	SU	SU	SU

Land Use Regulation- Special Use

"2.2.4.1 Types of Special Uses

a. *New Permit. A special use permit is required for certain land uses as pursuant to residential schedule 3.2.2.1, or non-residential schedule 3.2.1.2.*
b. *Expansion. A special use expansion permit is required pursuant to the following thresholds:*
    - *I. The expansion is equal to 20 percent or more of the approved use, structure, or land area; or*
    - *II. The expansion exceeds the limits or conditions as set forth in the original special use permit approval; or*
    - *III. The expansion is the addition of an accessory use.*

Proposed Parking Site Plan



Impervious Coverage Calculation	
Description	**Area (sf)**
Lot Area	122,804
Existing	
Building	21,866
Parking Lot	12,800
Sidewalk	1,490
Concrete Pads	2663
Subtotal	38,819
Percent Coverage	32%
Proposed	
Modular Unit	7,877
Sidewalk Access	491
Total	**47,187**
Percent Coverage	**38%**

THE CONCEPTUAL SITE PLAN FOR THIS PROJECT IS SUBJECT TO CHANGE DEPENDENT ON THE SIP

East Side–Facing North East





North East–Facing South West





North East Side- Facing West





West Side- Facing North East





General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

Review Criteria (LURs)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Review Criteria (LURs)

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.
F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Staff Recommendation

The City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public. It is in staff's opinion that the project is found to be consistent with the goals, objectives and policies of the Comprehensive Plan and is in compliance with the requirements of the Land Use Regulations for **Resolution 24-42; Case SU.24.1851 as submitted**

Planning Commission met on June 19, 2024 and recommended approval to City Council for Resolution 24-42, Case SU.24.1851 (Vote 5-0)

THE CONCEPTUAL SITE PLAN FOR THIS PROJECT IS SUBJECT TO CHANGE DEPENDENT ON THE SIP

AGENDA ITEM NO. 9.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Special Use Permit

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **QUASI-JUDICIAL:** RESOLUTION 24-43 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1783 TO OPERATE A MEDICAL CLINIC IN THE T4-O (GENERAL URBAN OPEN) AND T-5 (URBAN CENTER) ZONING DISTRICTS FOR PROPERTY LOCATED AT 914 AND 918 14TH STREET WEST, 920 14TH STREET COURT WEST, ALSO IDENTIFIED AS PARCEL NUMBERS 4377000007, 4376500007, 4375300159, BRADENTON, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: On June 19, 2024, Planning Commission voted 4-1 to recommend approval with the following stipulations:

1. A 6-foot opaque fence shall be installed around the periphery of the overflow parking area to shield residential uses from glare and headlights.
2. Lighting improvements shall in installed for increased security.
3. Patients shall not be permitted to queue outside of the building.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is seeking approval of a Special Use Permit for a Medical Clinic for property located at 914 and 918 14th Street West, 920 14th Street Court West, also identified as Parcel Numbers 4377000007, 4376500007, 4375300159. The subject property where the building is located is zoned T-5 (Urban Center), while the vacant parcel is T4-O (General Urban Open). The future land use of all parcels is UV (Urban Village). The properties are a total of approximately 0.65 acres.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 24-43, Case SU.24.1783 with the following stipulations:

1. A 6-foot opaque fence shall be installed around the periphery of the overflow parking area to shield residential uses from glare and headlights.
2. Lighting improvements shall in installed for increased security.
3. Patients shall not be permitted to queue outside of the building.

ATTACHMENTS:
Resolution 24-43
SU.24.1783 Application
SU.24.1783 Staff Report
SU.24.1783 Presentation

RESOLUTION 24-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.24.1738 TO OPERATE A MEDICAL CLINIC IN THE T4-O (GENERAL URBAN OPEN) AND T-5 (URBAN CENTER) ZONING DISTRICTS FOR PROPERTIES LOCATED AT 914 14TH STREET WEST, BRADENTON, FL 34205 (PARCEL ID 4376500007), 918 14TH STREET WEST, BRADENTON, FL 34205 (PARCEL ID 4377000007), AND 920 14TH STREET COURT WEST, BRADENTON, FL 34205 (PARCEL ID 4375300159), AND MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Jerry N. Zoller and Rhonda C. Zoller (the "Property Owner" or "Applicant"), own the properties located at 914 14th Street West, Bradenton, Florida (Parcel ID 4376500007), 918 14th Street West, Bradenton, Florida (Parcel ID 4377000007), and 920 14th Street Court West, Bradenton, Florida (Parcel ID 4375300159) more particularly described in Exhibit "A" (collectively the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Village (UV); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the General Urban Open (T4-O) and Urban Center (T5) zoning districts; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies uses in the T4-O and T-5 zoning districts; and

WHEREAS, the City of Bradenton Form Based Code Table 4.7 identifies Medical Clinics as a Special Use in the T4-O and T-5 zoning districts; and

WHEREAS, Gause and Associates, Inc. agent for the Property Owner, submitted an application for a Special Use Permit to operate a Medical Clinic; and

WHEREAS, the Planning Commission held a noticed public hearing on June 19, 2024 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on July 24, 2024 at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owner is requesting approval of a Special Use Permit to operate a Medical Clinic within the existing 7,500 square foot building on the Property, as generally shown on the Conceptual Site Plan attached hereto as Exhibit "B".

c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Planning Commission recommended approval with stipulations.

The proposed use with stipulations meets Section 3.3.2 of the Land Use Regulations, as further described below.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access point are provided on two frontages and located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets.
d. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.

e. Adequate ingress and egress to property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.
f. Off-street parking and loading areas are appropriately located and designed There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Sufficient screening is provided to protect surrounding properties from view of the premises; and internal noises from the use.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a Medical Clinic use within the existing 7,500 square foot building on the Property, as generally shown on the conceptual Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

1. A 6-foot opaque fence shall be installed around the periphery of the overflow parking area to shield residential uses from glare and headlights.

2. Lighting improvements shall in installed for increased security.

3. Patients shall not be permitted to queue outside of the building.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The

applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON THIS 24TH DAY OF JULY, 2024.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

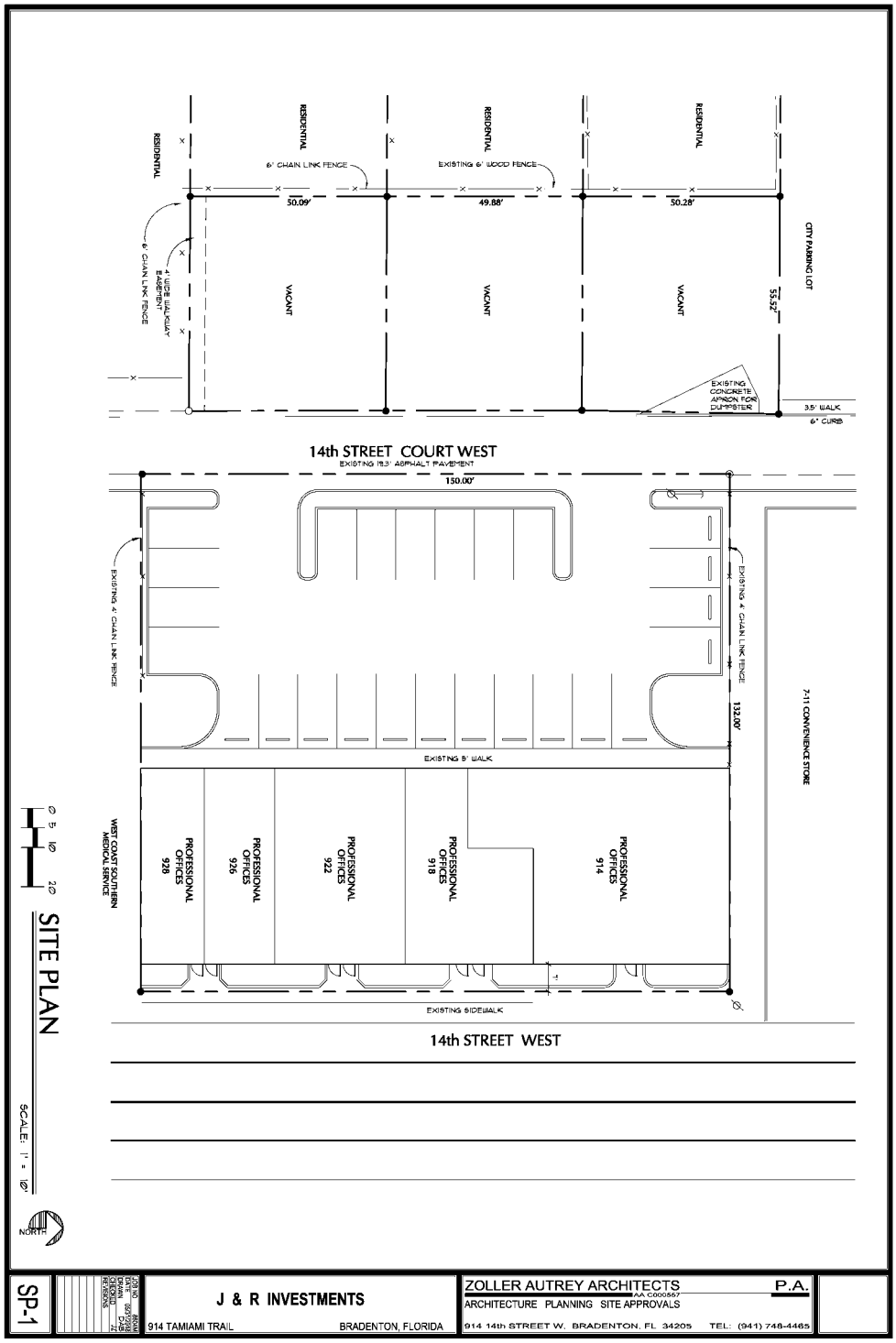
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

THE EAST 56.5 FEET OF LOT 4, AND LOT 5, LESS THE WEST 85 FEET THEREOF, OF J.A. BETTS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH:
BEGIN AT THE NORTHEAST CORNER OF LOT 6 , J.A. BETTS SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 87 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 01°04'35" W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 50.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N 89°47'24" W, ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 54.59 FEET; THENCE N 00°00'20" W, A DISTANCE OF 50.28 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 6; THENCE S 89°39'09" EAST, A DISTANCE OF 55.52 FEET TO THE POINT OF BEGINNING.

EXHIBIT B


RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
6' CHAIN LINK FENCE
EXISTING 6' WOOD FENCE
50.09'
49.88'
50.28'
6' CHAIN LINK FENCE
4' WIDE WALKWAY EASEMENT
VACANT
VACANT
VACANT
55.52'
CITY PARKING LOT
EXISTING CONCRETE APRON FOR DUMPSTER
3.5' WALK
6" CURB
14th STREET COURT WEST
EXISTING 19.3' ASPHALT PAVEMENT
150.00'
EXISTING 4' CHAIN LINK FENCE
EXISTING 4' CHAIN LINK FENCE
132.00'
EXISTING 5' WALK
7-11 CONVENIENCE STORE
WEST COAST SOUTHERN MEDICAL SERVICE
PROFESSIONAL OFFICES 928
PROFESSIONAL OFFICES 926
PROFESSIONAL OFFICES 922
PROFESSIONAL OFFICES 918
PROFESSIONAL OFFICES 914
EXISTING SIDEWALK
14th STREET WEST
0 5 10 20
SITE PLAN
SCALE: 1" = 10'
NORTH
SP-1
J & R INVESTMENTS
914 TAMIAMI TRAIL
BRADENTON, FLORIDA
ZOLLER AUTREY ARCHITECTS P.A.
AA C000567
ARCHITECTURE PLANNING SITE APPROVALS
914 14th STREET W. BRADENTON, FL 34205
TEL: (941) 748-4465

RECEIVED
By Isabell Salazar at 11:22 am, May 09, 2024

bradenton
The Friendly City

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

1286

CONTACT INFORMATION

Name of Property Owner: Jerry N. Zoller or Rhonda C. Zoller

Owner Address: 823 64th Street NW, Bradenton, Fl. 34209 Telephone: 9417254465

Name of Agent: Gause and Associates, Inc.

Agent Address: 323 10th St. W., #102, Palmetto, Fl. 34221 Telephone: 941.981.3089

Owner/Agent Email: bob@gauseandassociates.com

REQUIRED

PROPERTY INFORMATION

Property Address: 914 & 918 14th St. W.,& 920 14th St. Ct. W., Bradenton, Fl. 34205

Parcel ID: 4377000007, 4376500007, 437300159 Acreage: 0.65 acres

Zoning District: T5 & T4-O
*click to view Zoning map

Future Land Use: UV-Urban Village
*click to view FLU map

Ward #: 3
*click to view Ward map

Neighborhood #: Village of the Arts overlay
*click to view Neighborhoods map

REQUIRED

DESCRIPTION

Indicate Type of Special Use Request:
Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Allow Medical Clinic category to occur on the subject property within the existing building footprint.

REQUIRED

MATERIALS FOR REVIEW

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 241783

CITY STAFF ONLY

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:

Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:

Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AGENT AUTHORIZATION

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 914 & 918 14th St. W. Bradenton, Fl. 34205

I, Jerry N. Zoller, the registered property owner(s) of the above noted property, do hereby authorize

Robert C. Gause — Gause and Associates, Inc.

Print Name of Agent — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

Signature of Owner(s) — 823 65th St. NW, Bradenton, Fl. 34209

Owner(s) Address (if different than property above)

Signature of Agent — 323 10th Ave. W., #102, Palmetto, Fl. 34221

Agent Address and Phone

NOTARY

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 6 day of May, 2021, produced Driver Lic. respectively, as identification and who did (did not) take an oath:

Signature

Harry K Bender, Notary Public

Print Name

State of Florida
My Commission Expires: Aug 3, 2021

HARRY K BENDER
Notary Public - State of Florida
Commission # HH 429319
My Comm. Expires Aug 3, 2027
Bonded through National Notary Assn.

Gause and Associates, Inc.

Landscape Architecture

Land Planning

Project Management

Environmental

Irrigation Design

Consulting Arborist

May 9, 2024

Honorable Mayor Gene Brown and City Council
101 Old Main Street
Bradenton, Fl. 34205

Re: 914 and 918 14th St. W., Bradenton, Fl.

Dear Mayor Brown and Council,

Please consider this letter as a request to allow a medical clinic to operate at the above reference properties. Included with this request are the following items:

- Special Use Application Fee
- Special Use Application
- Agent Authorization Affidavit
- Review criteria (Findings of Fact)
- Site Plan
- Property Survey
- One electronic copy of the application and all supporting materials.

We look forward to working with City of Bradenton Staff to address all questions and to provide the City Council with information they need to allow our request to proceed.

Respectfully submitted,
Gause and Associates, Inc.

Robert C. Gause

Robert C. Gause, AICP
President

323 10th Ave. W., Suite 102., Palmetto, Florida 34221 | Ph. 941.713.0782 | LA000942 | email: bob@gauseandassociates.com

Gause and Associates, Inc.

Landscape Architecture

Land Planning

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Consulting Arborist

914 & 918 14th Street West
Findings of Fact

The subject project is three adjacent parcels (PID 4376500007, 4377000007 & 4375300159) located at 914 and 918 14th St. W., Bradenton, Fl. 34205 as well as the vacant lot separated from the first two parcels by an alley connecting 9th Ave. W. and 10th Ave. W. which changes it's address to 920 14th St. Ct. W., Bradenton. All three properties are currently owned by Jerry N. or Rhonda C. Zoller since 1979 and 1988 respectively. According to City of Bradenton GIS maps, Parcels 914 and 918 are zoned T5 with an Urban Village Future Land Use designation and are located in the Village of the Arts overlay district. They are in Ward 3. The vacant parcel located on the west side of 14th St. Ct. W. is zoned T4-O with the same FLU classification. This parcel typically contains the refuse containers and is occasionally used for overflow parking.

The existing 7,500 sf. building is located on the two separate parcels of 914 and 918 14th St. W.. At one time, they were two separate buildings but over the years, the architectural office a 914 created a direct connection between them and expanded into a portion of the 918 building making them one building. There are five (5) separate offices in the building. A copy of the interior layout is included with this request. A copy of the site plan is also included with this request.

To the north is an existing 7 Eleven convenience store zoned T5. The property across 14th St. W. is a vacant lot and a new 4 story residential building zoned T5 and T4-O with FLU designations of Urban Central Business District and Urban Village. To the south is an existing West Coast – Southern Medical Service ambulance company zoned T5. To the west is single family residential zoned T4-O with a FLUC of Urban Village.

Historically, the subject properties have been used for Professional Consulting architectural, landscape architectural, Civil Engineering, Construction, medical and Not for Profit offices. Currently the organization known as Operation PAR wishes to move into the property to provide Medication Assisted Patient Services (MAPS) to local residents. Operation PAR has been in Florida since 1970. They currently have eleven (11) MAPS locations in eight counties (Citrus, Hernando, Pasco, Pinellas, Manatee, Sarasota, Charlotte and Lee). Due to recently approved Ordinance No. 4018, medical clinics proposed in the T5 and other Form Based Code zoning categories have gone from being a permitted use to one requiring a Special Use approval. As a result, the property owner is requesting said Special Use to allow them to operate on the property. The following Findings of Fact are provided to support this request:

1. **Adequacy of ingress and egress:** As designed, the buildings front onto 14th St. W. with parking in the rear accessible to an alley connecting 9th Ave. W. and 10th Ave. W. This allows the vehicles entering and leaving the property to have two easy means of access. The conversion of office space from professional office to clinic is not expected to create

a significant adverse impact to the adjoining road networks. Although technically two buildings with a zero lot line side yard, the buildings share parking.

2. **Location of offstreet and design of offstreet parking:** The parking lot containing 25 paved parking spaces and will remain unchanged. Usually, the parking lot is adequate for the tenants of the building. On rare occasion, overflow parking occurs on the vacant lot across the alley from the building.
3. **Location and Design of Refuse and services areas:** The refuse facilities are located on the Northeast corner of the parking lot within a gated enclosure to keep urban campers from rummaging through the trash, converting them to sleep quarters or illegally dumping additional refuse into the containers. The cans are located in the NE corner of the parking lot and are wheeled to the Alley for pickup on collection days where City trucks can most easily collect them.
4. **Utilities:** Utilities exist. No changes to existing utilities are expected with this request.
5. **Screening/Buffering:** The proposed medical facility will be in the existing building. The property already has existing vegetation on its north, south and east limits. No changes to screening or buffering is proposed. Refer to images that are attached with this submittal.
6. **Proposed signs and exterior lighting**: No changes to signage or exterior lighting is proposed other than to change the window signs as new tenants arrive.
7. **Effect on the value of surrounding properties**: No adverse impact is expected. The use will still be professional use. The owner will work with the CRA to determine if there is a desire and grant funds to make exterior façade improvements along the 14th Street frontage.
8. **Adequacy of land and/or building which are to be used**: The existing building size and shape is suitable for the proposed use. Interior improvements will be made to make it more efficient for the end user.
9. **General compatibility or appropriateness**...: The proposed use by Operation PAR is not expected to create any issues for adjoining properties. Proposed hours of operation will be M-F 5:30 AM – 11:00 AM. Saturday will be from 5:30 AM to 10:30 AM. This is not expected to be a problem because the use on the south side of the building is medical ambulance service that is already open 24 hours daily. The north side is a convenience store that is open 24 hours daily. The residential uses on the west side of the site are buffered from the alley and parking lot by the vacant lot.
10. **Environmental quality of the District..:** The proposed MAPS will not adversely impact the quality of the Village of the Arts District. Anyone familiar with the area knows that the area generally contains a robust homeless population. The MAPS facility is intended to assist people with overcoming addiction issues using both medical and counselling treatments.
11. **Consistency with the Comprehensive Growth Management Plan:** The proposed activity is consistent with the City's comprehensive Growth Management Plan for Urban Village. Permitted uses include professional and medical offices as well as other uses.

The subject property has operated successfully for over 40 years as currently designed. The addition of the Operation PARS is not expected to change that.

Gause and Associates, Inc.

Landscape Architecture

Land Planning

Project Management

Environmental

Irrigation Design

Consulting Arborist



View of Building from the East



View of west side of building/parking lot

323 10th Ave. W., Suite 102., Palmetto, Florida 34221 | Ph. 941.713.0782 | LA000942 | email: bob@gauseandassociates.com



View of north vegetative buffer



View of west vegetative buffer and vacant lot



View of south buffer and electrical services

BOUNDARY SURVEY

LEGAL DESCRIPTION:

THE EAST 56.5 FEET OF LOT 4, AND LOT 5, LESS THE WEST 85 FEET THEREOF, OF J.A. BETTS SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 87, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

BEGIN AT THE NORTHEAST CORNER OF LOT 6 , J.A. BETTS SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 87 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 01°04'35" W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 50.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N 89°47'24" W, ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 54.59 FEET; THENCE N 00°00'20" W, A DISTANCE OF 50.28 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 6; THENCE S 89°39'09" EAST, A DISTANCE OF 55.52 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH OF THE NORTH AMERICAN DATUM OF 1983 (2011) FLORIDA WEST ZONE, DERIVING A BEARING OF S 00° 36' 59" W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 14TH STREET COURT WEST.
2. THIS BOUNDARY SURVEY IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.
3. THIS BOUNDARY SURVEY WAS NOT PREPARED WITH THE BENEFIT OF A CURRENT TITLE REPORT, AND SAID SURVEY IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY WHETHER SHOWN OR NOT.
4. UNDERGROUND UTILITIES, FOUNDATIONS, AND/OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAVE NOT BEEN LOCATED IN THIS SURVEY, AND MAY OR MAY NOT AFFECT THE PROPERTY.
5. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES NAMED IN THE CONTRACT FOR THIS PROJECT FOR THE EXPRESS PURPOSE STATED HEREON AND/OR CONTAINED IN THE SAID CONTRACT BETWEEN PARK COASTAL SURVEYING, LLC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM PARK COASTAL SURVEYING, LLC. (PCS) IS STRICTLY PROHIBITED, AND RENDERS THE SURVEYORS CERTIFICATION, SIGNATURE, AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO PARK COASTAL SURVEYING, LLC.
6. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS. DEPICTIONS OF WETLAND AREAS, IF ANY, WERE APPROXIMATE LOCATIONS OR, UNLESS NOTED OTHERWISE, WERE LOCATED BY OTHERS.
7. THE SUBJECT PROPERTY LIES WITHIN FLOOD ZONE X, PER FEMA FLOOD INSURANCE RATE MAP 12081C0302F, REVISED AUGUST 8, 2021. SUBJECTED TO VERIFICATION.
8. THE SURVEY WAS CONDUCTED OVER THE FOLLOWING DATE RANGE: 11/01/2023 - 11/02/2023
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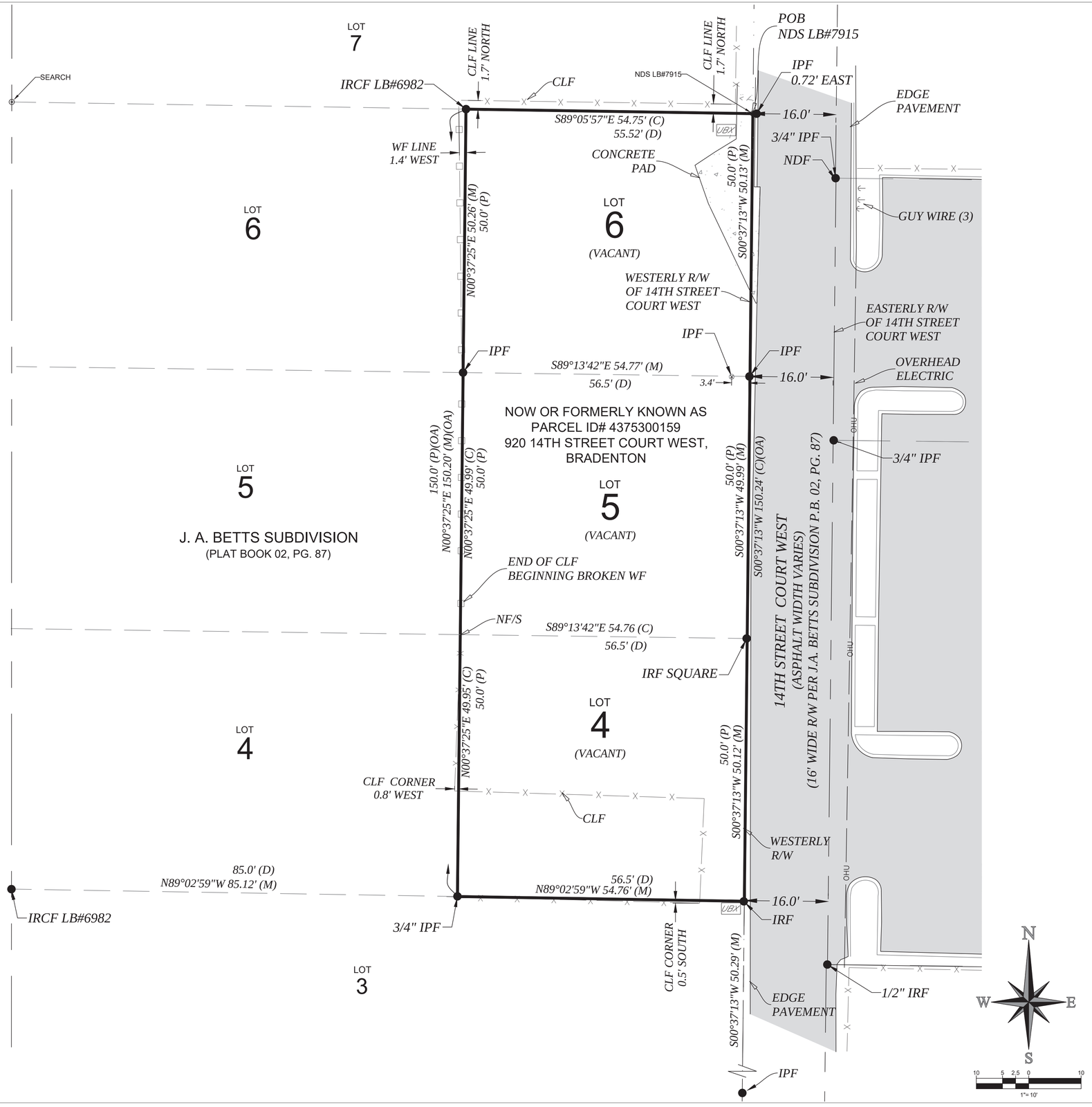
CERTIFIED TO:

JERRY N ZOLLER,
RHONDA C ZOLLER



Legend:

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PARK COASTAL SURVEYING, LLC
3820 36th Ave E, Palmetto, FL 34221
LB#7915
Phone #941.416.1611 Fax #941.375.0096

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. OR A DIGITAL VERSION THEREOF

TRAVIS D. PARK, Licensed Professional Surveyor and Mapper, STATE OF FLORIDA

Digitally signed by Travis D Park
Date: 2024.03.06 07:42:01 -05'00'

Travis D. Park, P.S.M.
Florida Surveyors Registration # 6731

REVISIONS

Date	Description	By

Title: - BOUNDARY SURVEY
Client: - Jerry Zoller
Description: - 920 14TH STREET CT W; BRADENTON, FL 34205
Located in Section 35, Township 34 South, Range 17 East

Project Manager.	CBW
Drawn By.	BH
Checked By.	TDP
Field Book No.	VARIOUS
Field Date.	VARIOUS
Scale.	AS SHOWN
File Name.	23-0339 JZ BNDY_PARCEL 4375300159.dwg
	Sheet 01 of 01

1295

BOUNDARY SURVEY

LEGAL DESCRIPTION: (DESC #1)

COM AT THE NORTH EDGE OF THE CURB OF SIDEWALK ON CENTRAL AVE WHERE IT INTERSECTS THE WEST BOUNDARY OF FAIRVIEW AVENUE AS SAID STREETS ARE NOW ESTABLISHED, WHICH POINT IS NEAR THE NORTHEAST CORNER OF BLOCK 1 JOHN W. FOWLERS SUBDIVISION (AS RECORDED IN VOLUMED 1 PAGE 108); RUN THENCE SOUTH 170 FEET 2 IN FOR A POINT OF BEGINNING; THENCE SOUTH 50 FEET; THENCE WEST 132 FEET; THENCE NORTH 50 FEET; THENCE EAST 132 FEET TO THE POINT OF BEGINNING AS DESCRIBED IN OFFICIAL RECORDS BOOK 86 PAGE 698 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

LEGAL DESCRIPTION: (DESC #2)

BEGIN AT THE NORTH EDGE OF CURB OF SIDEWALK ON CENTRAL AVENUE, AS NOW ESTABLISHED, WHICH POINT IS NEAR THE NORTHEAST CORNER OF BLOCK B, JOHN W. FOWLER SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 108, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE SOUTH 220-1/3 FEET FOR THE POINT OF BEGINNING; THENCE WEST 132 FEET; THENCE SOUTH 100 FEET; EAST 132 FEET; NORTH 100 FEET TO THE POINT OF BEGINNING.

SURVEY NOTES

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH OF THE NORTH AMERICAN DATUM OF 1983 (2011) FLORIDA WEST ZONE, DERIVING A BEARING OF N 00° 40' 34" E ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 14TH STREET WEST.
2. THIS IS BOUNDARY SURVEY, IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.
3. THIS IS BOUNDARY SURVEY WAS NOT PREPARED WITH THE BENEFIT OF A CURRENT TITLE REPORT, AND SAID SURVEY IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY WHETHER SHOWN OR NOT.
4. UNDERGROUND UTILITIES, FOUNDATIONS, AND/OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAVE NOT BEEN LOCATED IN THIS SURVEY, AND MAY OR MAY NOT AFFECT THE PROPERTY.
5. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES NAMED IN THE CONTRACT FOR THIS PROJECT FOR THE EXPRESS PURPOSE STATED HEREON AND/OR CONTAINED IN THE SAID CONTRACT BETWEEN PARK COASTAL SURVEYING, LLC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING, AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM PARK COASTAL SURVEYING, LLC. (PCS) IS STRICTLY PROHIBITED, AND RENDERS THE SURVEYORS CERTIFICATION, SIGNATURE, AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THIS DRAWING SHOULD BE DIRECTED TO PARK COASTAL SURVEYING, LLC.
6. THE SURVEY DEPICTED HEREON IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY WETLAND OR JURISDICTIONAL AREAS. DEPICTIONS OF WETLAND AREAS, IF ANY, WERE APPROXIMATE LOCATIONS OR, UNLESS NOTED OTHERWISE, WERE LOCATED BY OTHERS.
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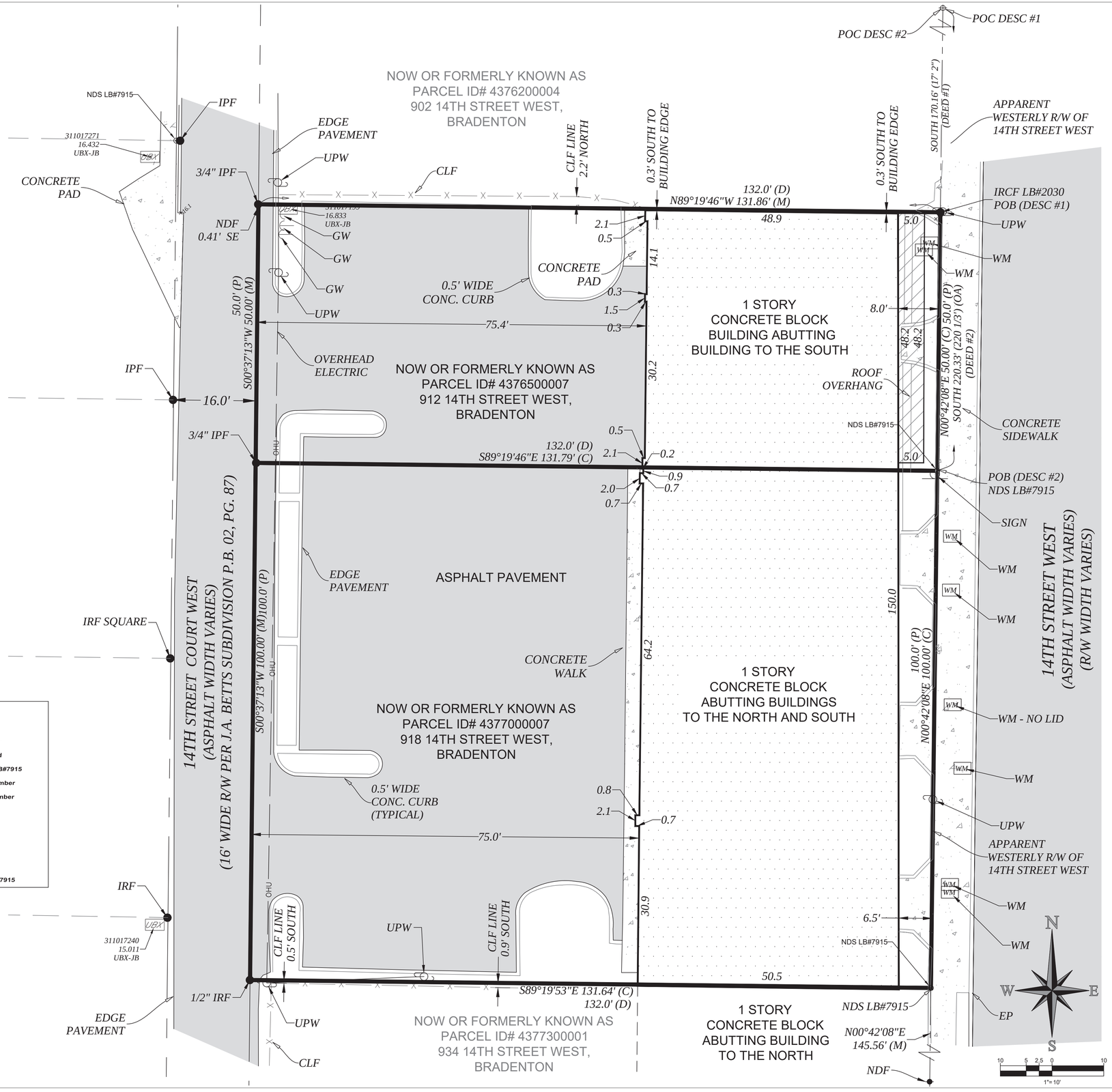

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TRAVIS D. PARK, Licensed Surveyor and Mapper, STATE OF FLORIDA

Digitally signed by Travis D Park
Date: 2024.03.06 07:42:43 -05'00'

Travis D. Park, Florida Surveyors Registration # 6731

Title: - BOUNDARY SURVEY
Client: - Jerry Zoller
Description: - 912 14th Street west & 918 14th Street West
Located in Section 35, Township 34 South, Range 17 East

REVISIONS		
Description		By
Date		

Project Manager.	CBW
Drawn By.	BH
Checked By.	TDP
Field Book No.	VARIOUS
Field Date.	VARIOUS
Scale.	AS SHOWN
File Name.	23-0339 JZ BNDY_PARCEL 4376500007-PARCEL4377000007
	Sheet 01 of 01

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CITY PARKING LOT

3.5' WALK

6" CURB

55.52'

EXISTING CONCRETE APRON FOR DUMPSTER

RESIDENTIAL

50.28'

VACANT

EXISTING 6' WOOD FENCE

RESIDENTIAL

49.88'

VACANT

RESIDENTIAL

6' CHAIN LINK FENCE

50.09'

VACANT

4' WIDE WALKWAY EASEMENT

6' CHAIN LINK FENCE

RESIDENTIAL

7-11 CONVENIENCE STORE

EXISTING 4' CHAIN LINK FENCE

132.00'

14th STREET COURT WEST

EXISTING 19.3' ASPHALT PAVEMENT

150.00'

EXISTING 5' WALK

PROFESSIONAL OFFICES 914

PROFESSIONAL OFFICES 918

PROFESSIONAL OFFICES 922

PROFESSIONAL OFFICES 926

PROFESSIONAL OFFICES 928

1'

EXISTING SIDEWALK

14th STREET WEST

EXISTING 4' CHAIN LINK FENCE

WEST COAST SOUTHERN MEDICAL SERVICE

0 5 10 20

SITE PLAN

SCALE: 1" = 10'

NORTH

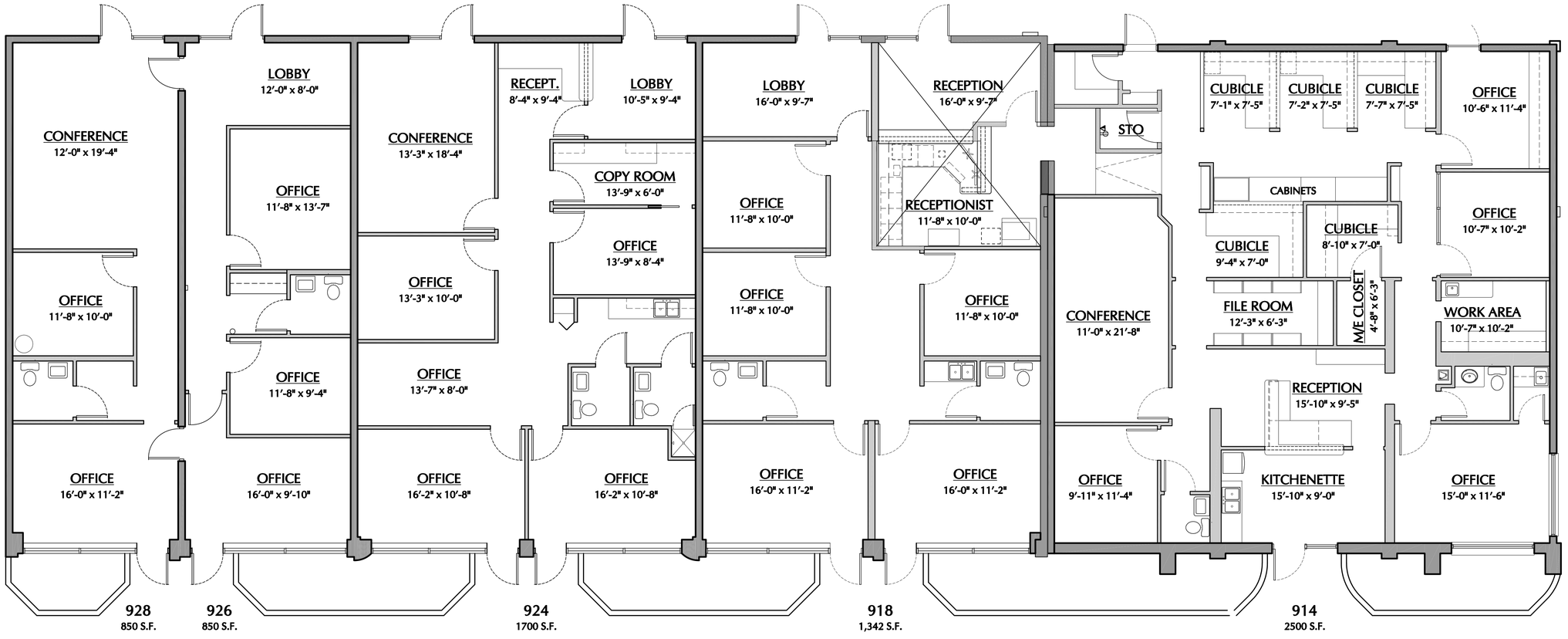
ZOLLER AUTREY ARCHITECTS P.A.
AA C000557
ARCHITECTURE PLANNING SITE APPROVALS
914 14th STREET W. BRADENTON, FL 34205 TEL: (941) 748-4465

J & R INVESTMENTS

914 TAMIAMI TRAIL BRADENTON, FLORIDA

JOB NO	8604M
DATE	05/31/2018
DRAWN	DAB
CHECKED	JZ
REVISIONS	

SP-1



7,500 Sq. Ft.

1 ARCHITECTURAL FLOOR PLAN

SCALE : 3/16" = 1'-0"

ZOLLER AUTREY ARCHITECTS P.A.
AA C000557
ARCHITECTURE PLANNING SITE APPROVALS
914 14th STREET W, BRADENTON, FL 34205 TEL: (941) 748-4465

J & R INVESTMENTS
914 TAMIAMI TRAIL BRADENTON, FLORIDA

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DRAWN	DAB
CHECKED	JZ
REVISIONS	

A-1

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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Case Number: SU.24.1783 / RES 24-43
Applicant: Gause and Associates, Inc., Agent for Jerry N. Zoller and Rhonda C. Zoller, owners
Address: 914 and 918 14th Street West, 920 14th Street Court West
Zoning/Future Land Use: T-5 and T4-O/UV (Urban Village)
Flood Zone: X

Surrounding Property:

Zoning:
- North: T4-O/T5 (General Urban Open/Urban Center)
- South: T4-O
- East: T4-O/T5/14th Street West
- West: T4-O

Future Land Use:
- North: UCBD (Urban Central Business District)
- South: UV (Urban Village)
- East: UCBD/UV
- West: UCBD/UV

Summary of Request

The applicant is seeking approval of a Special Use Permit for a Medical Clinic for property located at 914 and 918 14th Street West, 920 14th Street Court West, also identified as Parcel Numbers 4377000007, 4376500007, 4375300159. The subject property where the building is located is zoned T-5 (Urban Center), while the vacant parcel is T4-O (General Urban Open). The future land use of all parcels is UV (Urban Village). The properties are a total of approximately 0.65 acres.

According to the application, the 7500 square foot building is located at 914 and 918 14th Street West, while 920 14th Street Court West typically contains

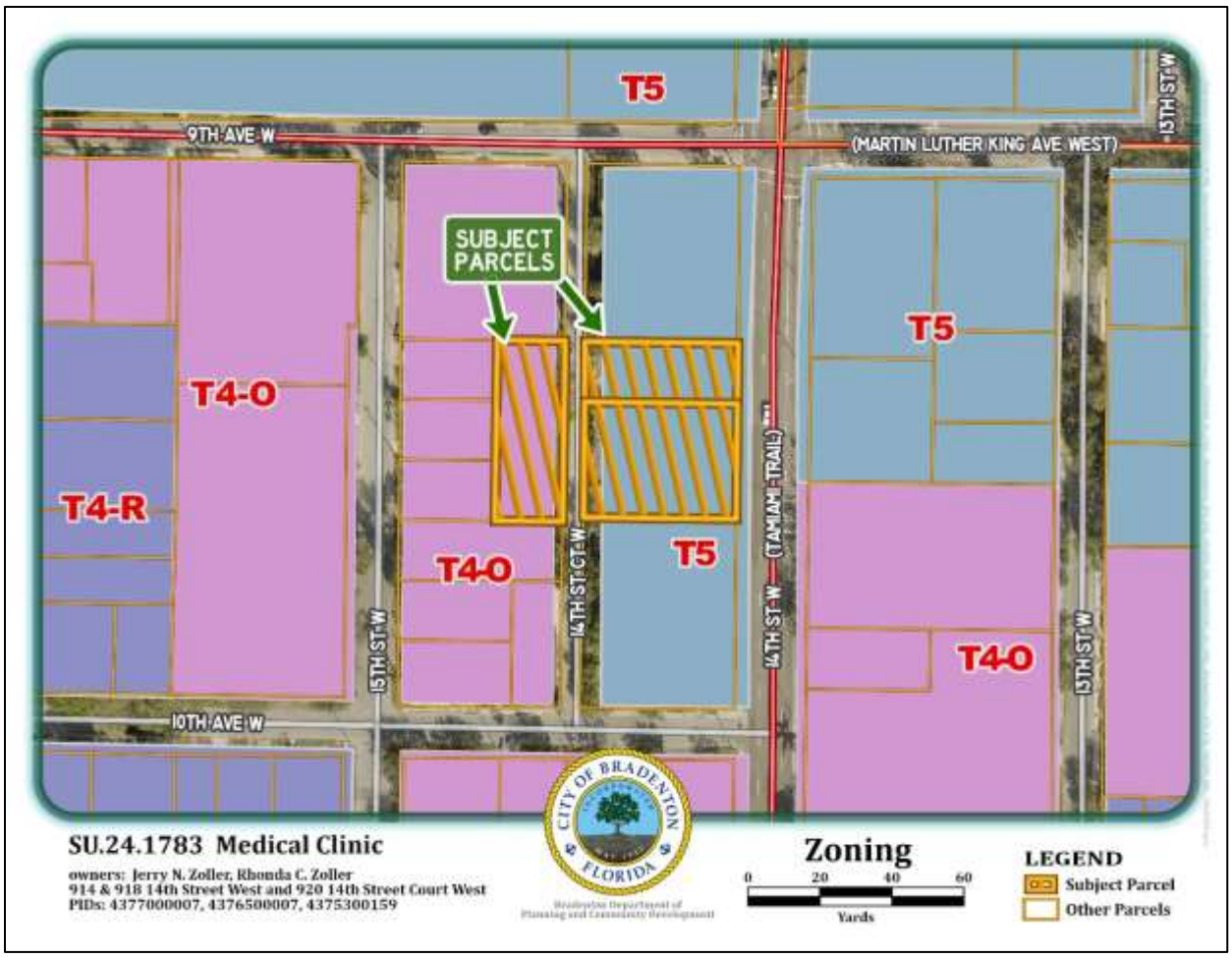
refuse containers and is occasionally used for overflow parking. The building is divided into five separate offices.

Figure 1: Aerial Image



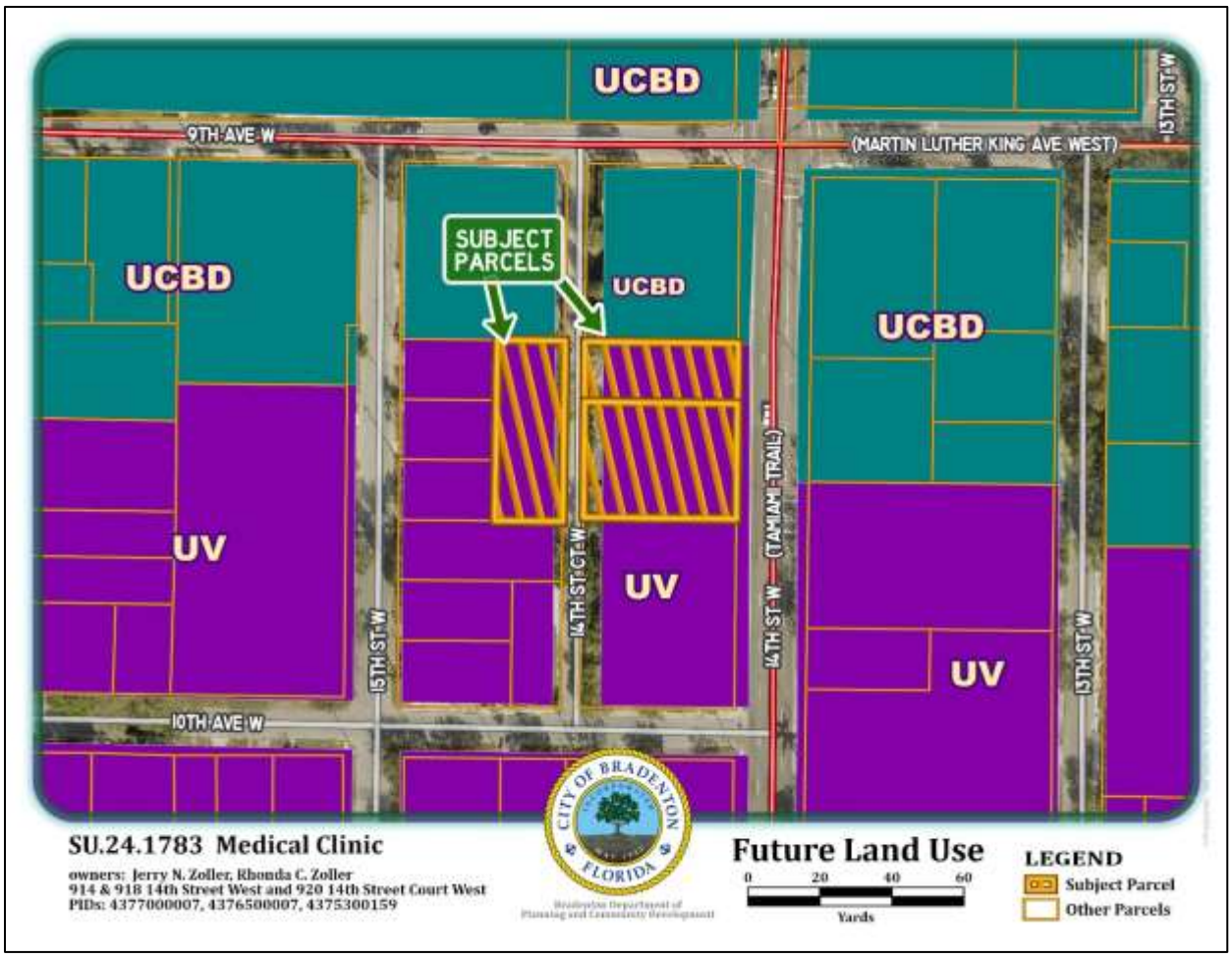
The Applicant is proposing a medical clinic, specifically offices for Operation PAR to provide Medication Assisted Patient Services (MAPS) to local residents. Medical Clinics are listed as a Special Use in the Form Based Code.

Figure 2: Neighboring zoning



As shown, the properties are under T4-O and T-5 zoning. Surrounding uses include a gas station with convenience store, a business services office, a funeral home, non-profit offices, a restaurant, and vacant land.

Figure 3: Neighboring future land use



The underlying Future Land Use on this property is UV. This district "is anticipated to develop with the character, lifestyle, and friendliness of a village based on the concepts of New Urbanism." The uses permitted within this future land use category are meant to foster a distinct sense of place and a walkable environment. Professional and medical offices are called out as permitted uses.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS

L.U.R. 3.3.1. All Special Uses shall comply at minimum with the following standards. Additional requirements may be made by City Council to ensure compatibility of uses.

L.U.R. 3.3.1.1. All Special Uses shall be subject to the general standards of these Land Use Regulations for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the Special Use is proposed.

L.U.R. 3.3.1.2. A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response *The request at present is for the medical clinic to move into an existing building. The building would need to be demolished to meet this criteria. There are landscaped*

strips of land present around the property, but they are not ten feet in width.

REVIEW CRITERIA

L.U.R. 3.3.2. All Special Uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: The subject property is already built as an office building. It has been functioning with two access points off of 14th Street Court West. The applicant states that 25 parking spaces are available, with an additional undeveloped grass lot across the street available as overflow. The Form Based Code

requires one space per 500 square feet of office use, which calculates to 15 spaces for 7500 square feet.

L.U.R. 3.3.2.5. The following shall be considered and cited as reasons for approval or denial of the application:

a) Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

Staff Response: The proposed project has two points of ingress and egress along 14th Street Court West.

b) Location and design of off-street parking and loading areas in regard to the items in "a" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

Staff Response: The property has operated as an office with 25 on-site parking spaces. The spaces are interior to the site and not adjacent to any residential property. The grass lot with the potential for overflow parking is adjacent to residential properties; screening could be stipulated.

c) Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

Staff Response: The application indicates that there are refuse facilities in the northeast corner of the parking lot within a gated enclosure. The cans have been wheeled to the alley for collection.

d) Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

Staff Response: The proposed project will not change any of the existing utilities.

e) Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: A medical clinic does not warrant particular screening, buffering, or separation, as all activities should be confined inside the building.

f) Proposed sign and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: Any lighting or signage shall be in accordance with the City of Bradenton's requirements. Plan review during the building permit process will ensure compliance with applicable standards.

g) Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It does not appear that a medical clinic would have an impact on the value of surrounding properties or prevent the development of nearby vacant land.

h) Adequacy of land and/or building which are to be used.

Staff Response: The proposed use will be occupying an existing building with an existing parking lot; the land and building are adequate.

i) General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: The proposed use will operate between 5:30 AM – 11:0 AM Monday through Friday and 5:30 AM to 10:30 AM on

Saturdays. It is adjacent to two 24 hour uses, an ambulance service and a convenience store. These hours may result in a gathering of individuals in the early morning hours.

j) Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

Staff Response: The use will not produce byproducts that pollute the air or water supply. If excess refuse is created by patients or staff, it is the property owner's responsibility to maintain cleanliness. There may be an influx in the total number of people coming to the site regularly if approved for a medical office, as opposed to the relatively small number of clients an architectural office would host for meetings or similar business.

k) Consistency with the City's Comprehensive Plan.

Staff Response: The Comprehensive Plan explicitly mentions medical offices as an appropriate use in areas with an Urban Village Future Land Use Category.

The proposed use appears to generally meet the criteria for Special Use approval as outlined above. However, there may be an increase in the overall number of people coming to the site, particularly in early morning hours, as referenced in the response to Criteria "i)" above.

On June 19, 2024, Planning Commission voted 4-1 to recommend approval with the following stipulations:

1. A 6-foot opaque fence shall be installed around the periphery of the overflow parking area to shield residential uses from glare and headlights.
2. Lighting improvements shall in installed for increased security.
3. Patients shall not be permitted to queue outside of the building.

Respectfully submitted,



Jamie Schindewolf
Senior Planner
City of Bradenton

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Site Plan

Exhibit 1


9TH AVE W
(MARTIN LUTHER KING AVE WEST)
13TH ST W
SUBJECT PARCELS
CONVENIENCE STORE
MONTE DE SION CHURCH
Bradenton Lofts Apts
WEST COAST SOUTHERN MEDICAL SERVICE
15TH ST W
14TH ST CT W
14TH ST W (TAMIAMI TRAIL)
10TH AVE W
Bradenton
SU.24.1783 Medical Clinic
owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159
CITY OF BRADENTON FLORIDA
Location
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit 2

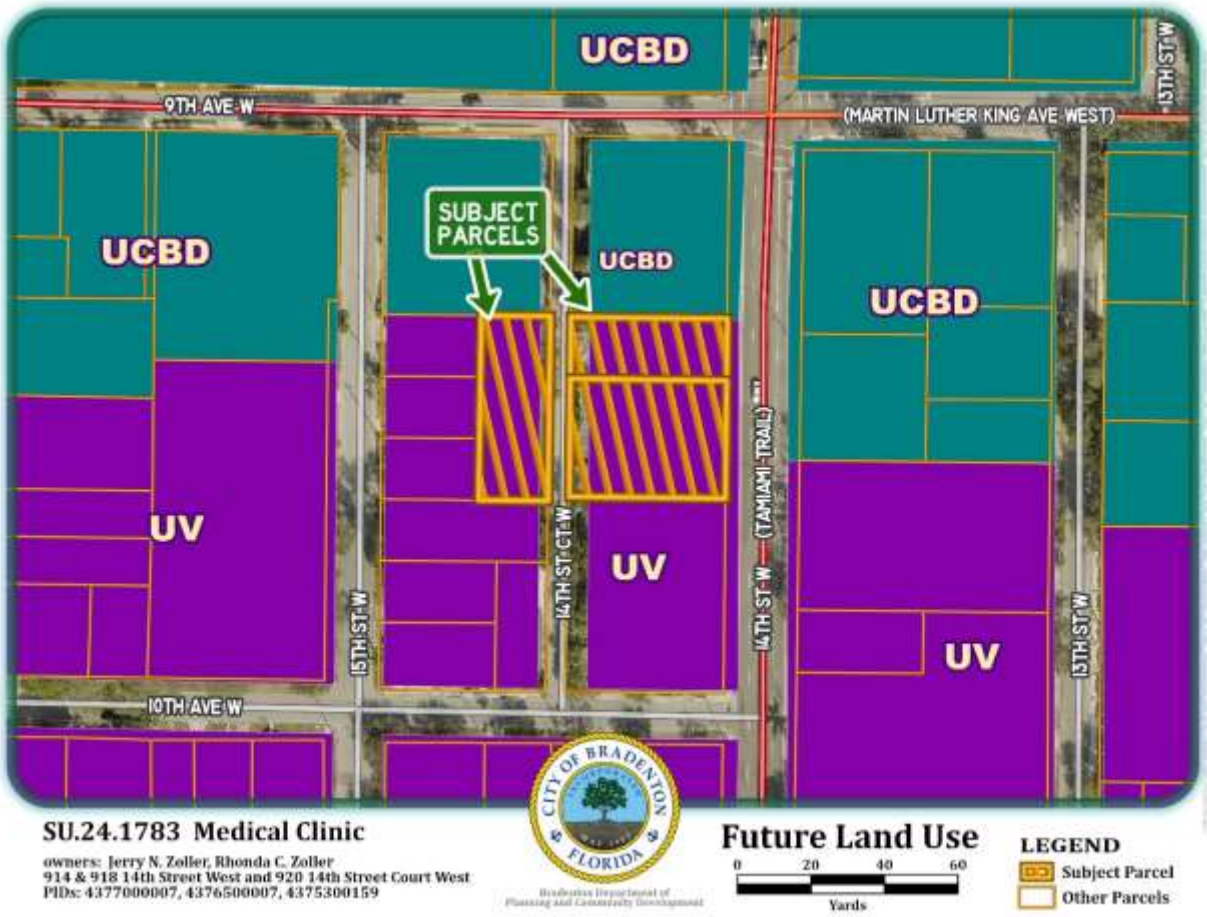
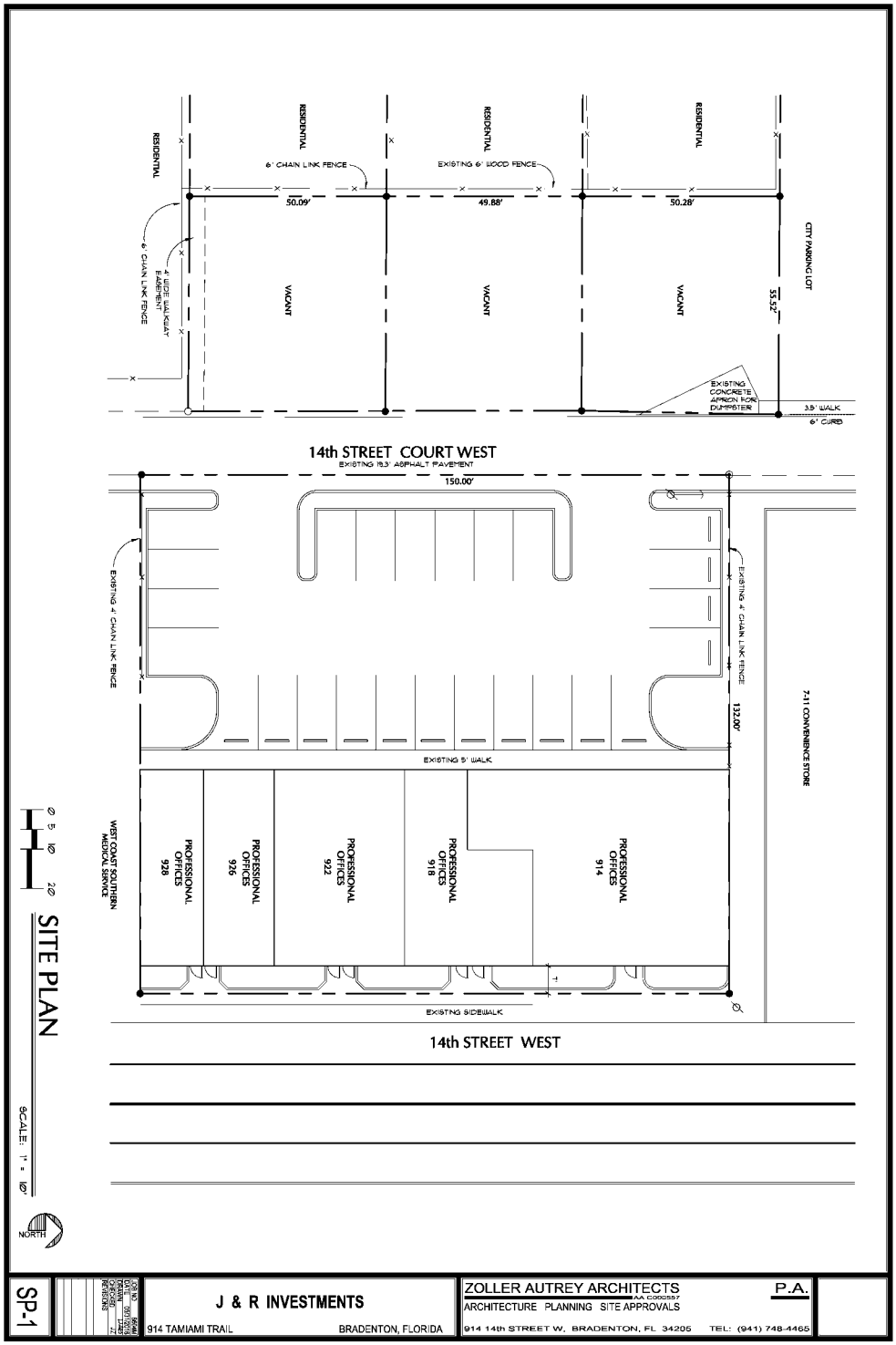

UCBD
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
13TH ST W
SUBJECT PARCELS
UCBD
UCBD
UCBD
UV
UV
UV
15TH ST W
14TH ST CT W
14TH ST W
(TAMIAMI TRAIL)
15TH ST W
10TH AVE W
SU.24.1783 Medical Clinic
owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159
CITY OF BRADENTON FLORIDA
Future Land Use
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit 3


T5
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
13TH ST W
SUBJECT PARCELS
T5
T4-O
T4-R
T4-O
T5
14TH ST CT W
14TH ST W
(TAMIAMI TRAIL)
15TH ST W
T4-O
15TH ST W
10TH AVE W
SU.24.1783 Medical Clinic
owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159
CITY OF BRADENTON FLORIDA
Zoning
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels

Exhibit 4


RESIDENTIAL
RESIDENTIAL
RESIDENTIAL
6' CHAIN LINK FENCE
EXISTING 6' WOOD FENCE
50.09'
49.88'
50.28'
6' CHAIN LINK FENCE
4' WIDE WALKWAY EASEMENT
VACANT
VACANT
VACANT
55.52'
CITY PARKING LOT
EXISTING CONCRETE APRON FOR DUMPSTER
3.8' WALK
6" CURB
14th STREET COURT WEST
EXISTING 19.3' ASPHALT PAVEMENT
150.00'
EXISTING 4' CHAIN LINK FENCE
EXISTING 4' CHAIN LINK FENCE
132.00'
7-11 CONVENIENCE STORE
EXISTING 5' WALK
WEST COAST SOUTHERN MEDICAL SERVICE
PROFESSIONAL OFFICES 928
PROFESSIONAL OFFICES 926
PROFESSIONAL OFFICES 922
PROFESSIONAL OFFICES 918
PROFESSIONAL OFFICES 914
EXISTING SIDEWALK
14th STREET WEST
0 5 10 20
SITE PLAN
SCALE: 1" = 10'
NORTH
SP-1
J & R INVESTMENTS
914 TAMIAMI TRAIL
BRADENTON, FLORIDA
ZOLLER AUTREY ARCHITECTS
AA C000267
P.A.
ARCHITECTURE PLANNING SITE APPROVALS
914 14th STREET W, BRADENTON, FL 34205
TEL: (941) 748-4465

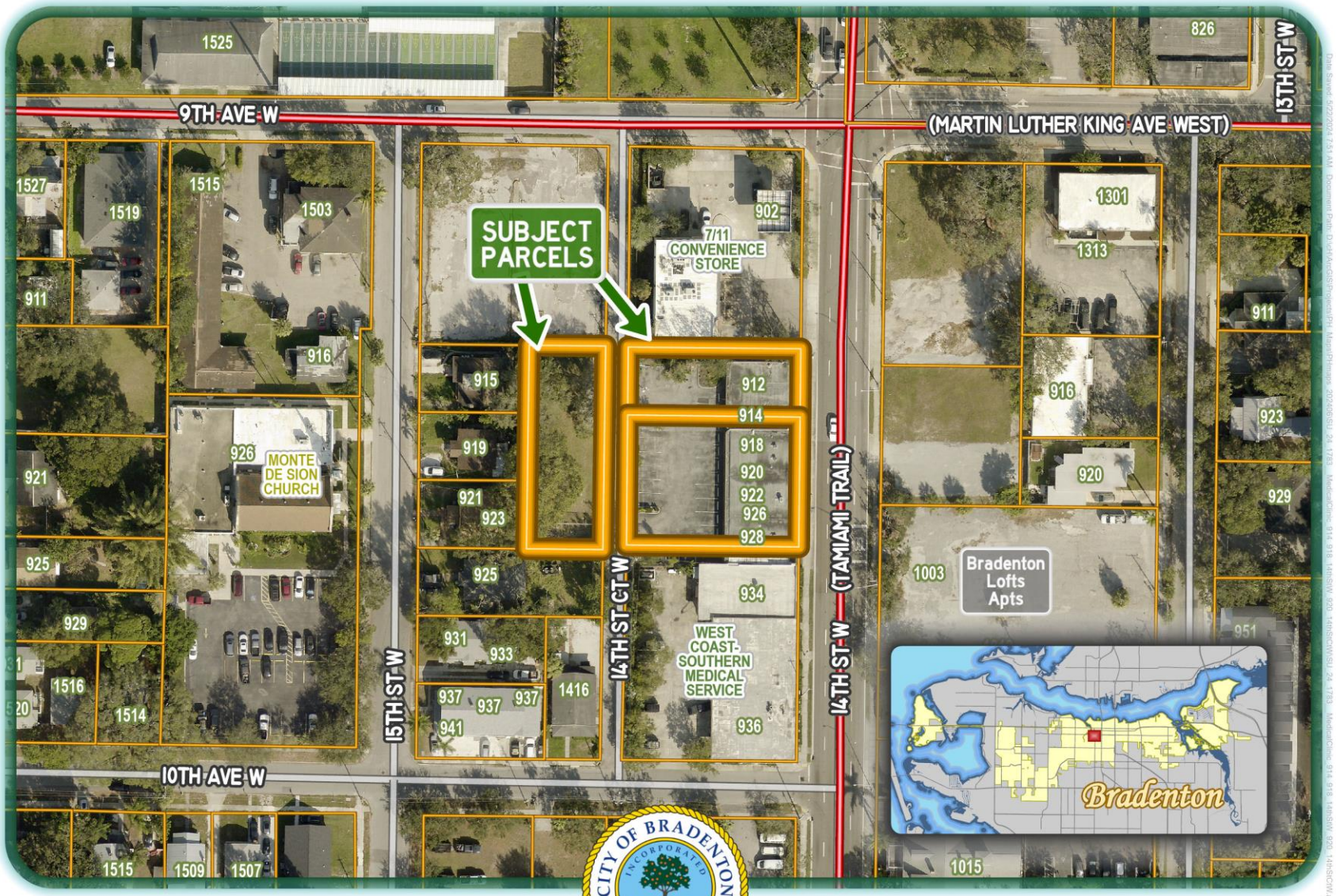
City Council
July 24, 2024

Case: SU.24.1783
Resolution: 24-43

Request for a Medical Clinic at 914 and 918 14th Street West, 920 14th Street Court West

Case Information

- **Applicant:** Gause and Associates, Inc., Agent
- **Addresses:** 914 and 918 14th Street West, 920 14th Street Court West
- **Parcel ID Nos:** 4377000007, 4376500007, 4375300159
- **Acreage:** 0.64 acres
- **Current Zoning:** T-5 (Urban Center) and T4-O (General Urban Open)
- **Future Land Use:** UV (Urban Village)
- **Existing Use:** Office
- **Request:** Special Use approval for a Medical Clinic



SU.24.1783 Medical Clinic

owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159

CITY OF BRADENTON FLORIDA INCORPORATED MAY 1903

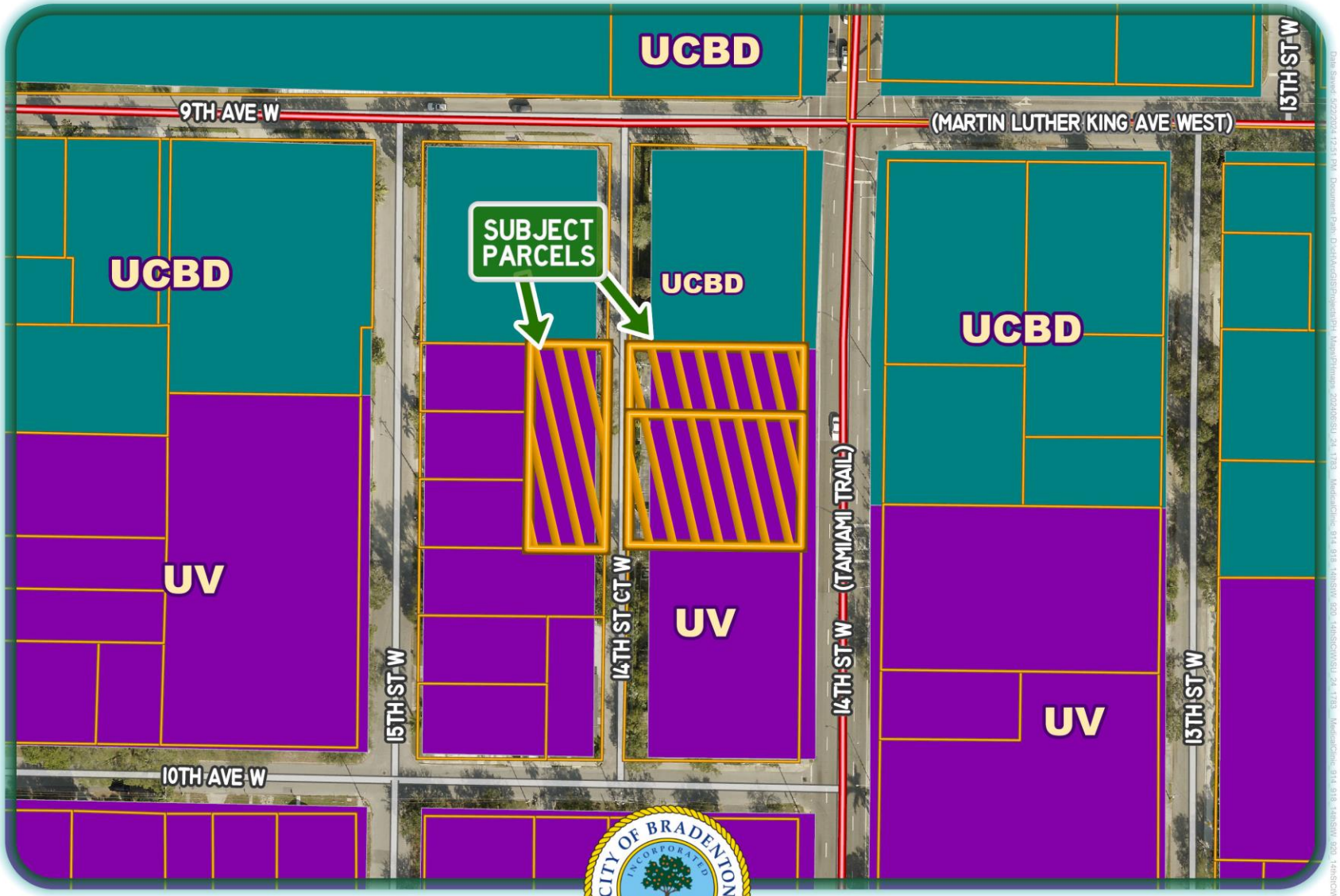
Bradenton Department of Planning and Community Development

Location

0 20 40 60
Yards

LEGEND

- Subject Parcel
- Other Parcels



SU.24.1783 Medical Clinic

owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159

CITY OF BRADENTON FLORIDA INCORPORATED MAY 1903

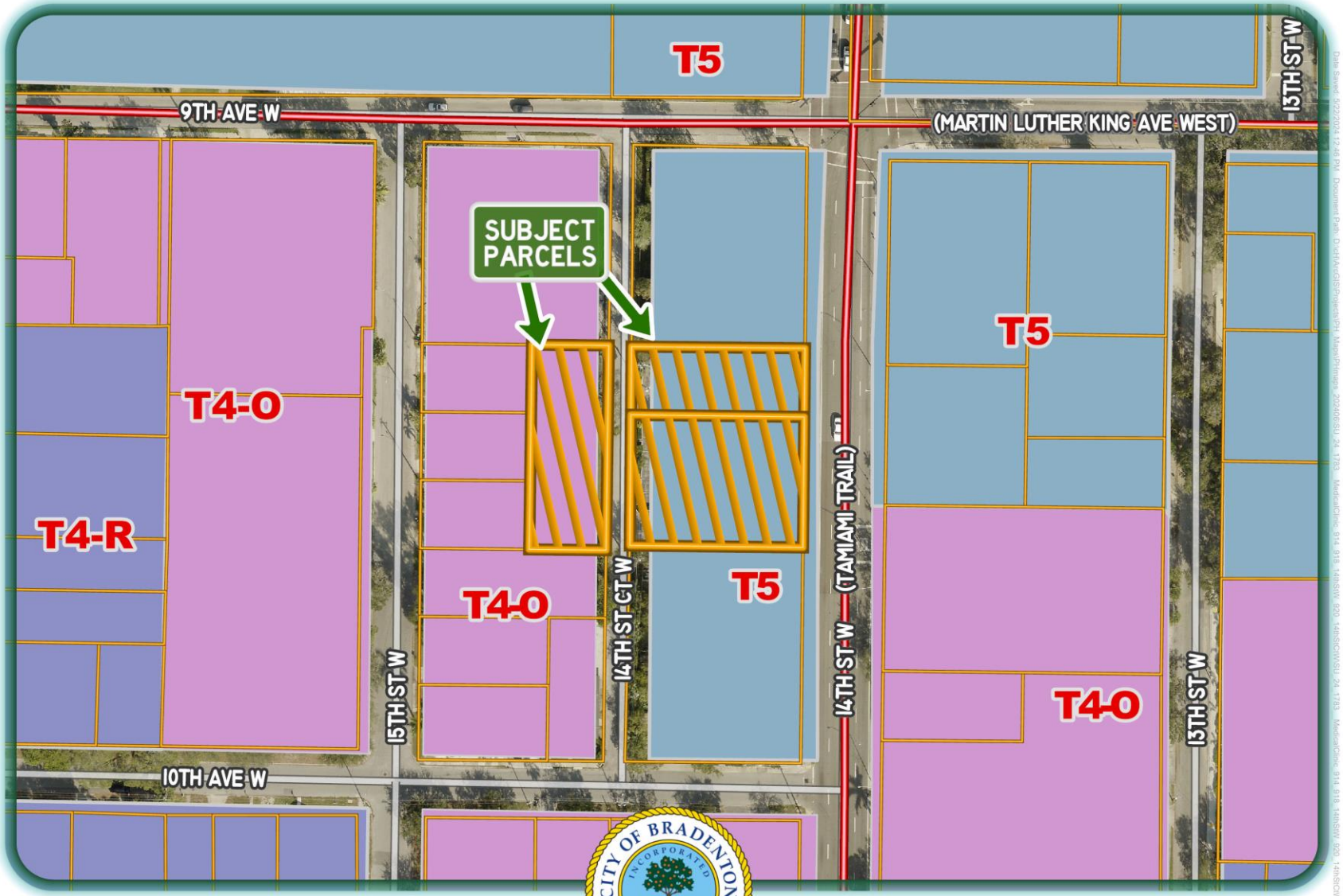
Bradenton Department of
Planning and Community Development

Future Land Use

0 20 40 60
Yards

LEGEND

- Subject Parcel
- Other Parcels



SU.24.1783 Medical Clinic

owners: Jerry N. Zoller, Rhonda C. Zoller
914 & 918 14th Street West and 920 14th Street Court West
PIDs: 4377000007, 4376500007, 4375300159

CITY OF BRADENTON FLORIDA INCORPORATED MAY 1903

Bradenton Department of
Planning and Community Development

Zoning

0 20 40 60
Yards

LEGEND

Subject Parcel
Other Parcels

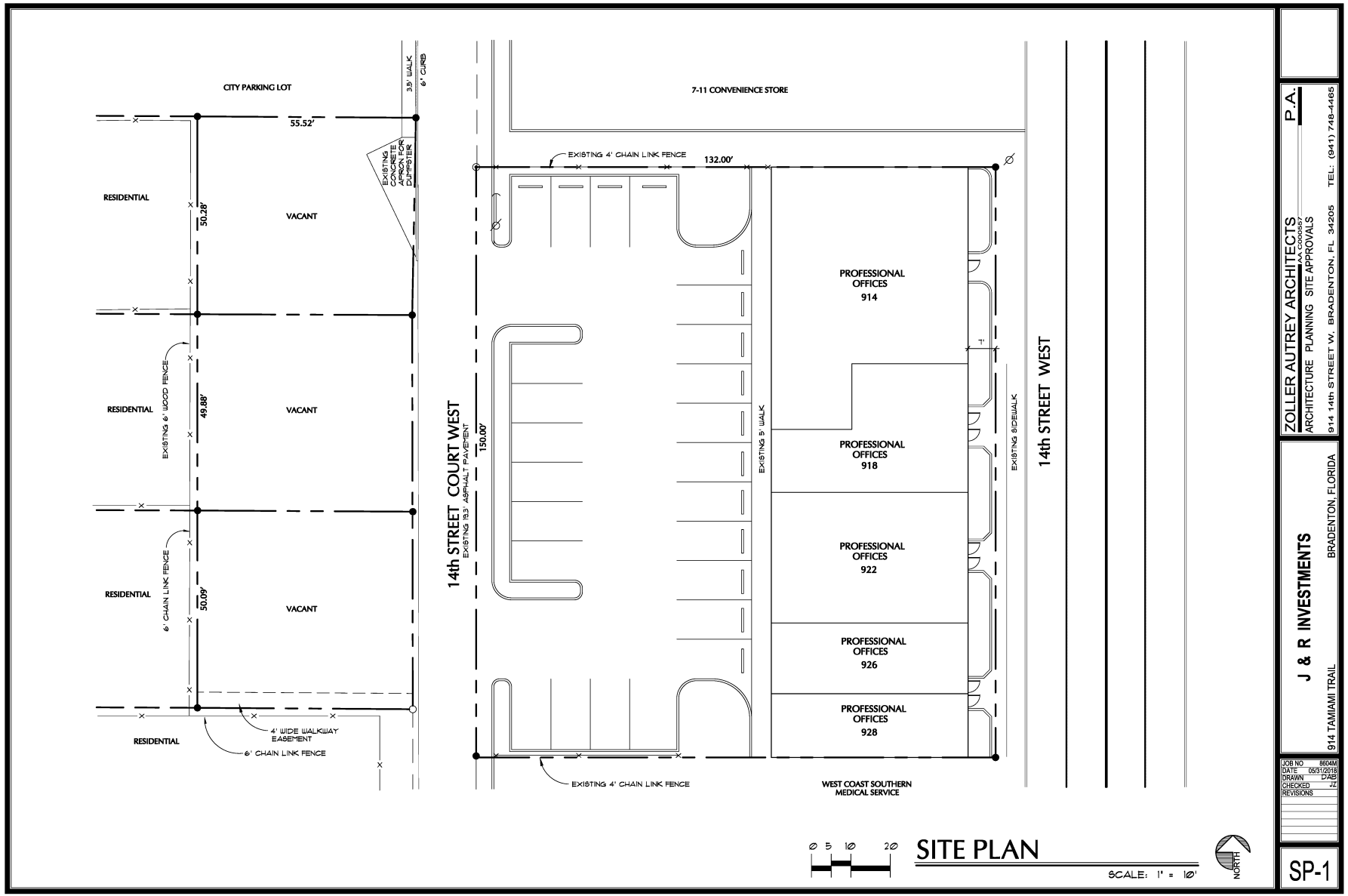
Proposed Request

- Convert 7,500 square feet of Office to Medical Clinic
- 25 paved parking spaces are available

- Subject property is located within the city's Form Based Code (FBC) Area:
  - Ordinance No. 4018 made all Medical Clinics require Special Use in FBC
  - Special Uses require City Council approval

- Future Land Use (Urban Village) does not prohibit the subject use type.

Proposed Request



P:\Active\1989\8604-M - 918 14th St W\8604-M - CONDOCS\8604-M - PDF of Adjacent Spaces\8604Q_SP1.dwg, 12/4/2019 9:28:35 PM, dbragalla, Adobe PDF

Current Conditions



Looking West from Tamiami Trail

Current Conditions



Looking East from 14th Street Court West

Current Conditions



Unpaved Overflow Parking Off of 14th Street Court West

General Special Use Standards

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

LUR 3.3.1.1 All special uses shall be subject to the general regulations of these LURs…

LUR 3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

L.U.R. 3.3.2.1. The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

L.U.R. 3.3.2.2. Access points must be located so as to best suit the use and property….

L.U.R. 3.3.2.3. All buildings shall be located an adequate distance from property lines and streets…

L.U.R. 3.3.2.4. Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Required Criteria

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

A. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.
B. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
C. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.
D. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.
E. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Required Criteria

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

F. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.
G. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.
H. Adequacy of land and/or building which are to be used.
I. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.
J. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.
K. Consistency with the city's comprehensive plan.

Analysis and Recommendation

The proposed use appears to generally meet the criteria for Special Use approval as outlined above. However, there may be an increase in the overall number of people coming to the site, particularly in early morning hours.

Planning Commission voted (4-1) to recommend approval with the following stipulations:

- A 6-foot opaque fence shall be installed around the periphery of the overflow parking area to shield residential uses from glare and headlights.
- Lighting improvements shall in installed for increased security.
- Patients shall not be permitted to queue outside of the building.

AGENDA ITEM NO. 9.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Community Development Block Grant (CDBG) 2024-25 Proposed Use of Funds - PUBLIC HEARING

SUGGESTED ACTION: Open and close the Public Hearing. City Council may also submit comments on the uses of the CDBG funding during this time.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
This Public Hearing is to gather comments regarding the proposed use of CDBG funding for the 2024-25 program year that begins October 1, 2024. The proposed use of funds was advertised on June 12th and 14th, 2024 in the Bradenton Herald and La Gaceta newspapers. City residents are able to submit comments in person at this Public Hearing, or by calling, emailing, or mailing Pamela Skelding, Housing and Community Development Manager.

FINANCIAL IMPACT:
The City has been awarded $451,518 in CDBG funds for the 2024-25 program year, which begins October 1, 2024.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Community Development Block Grant (CDBG) 2024-25

proposed use of Funds.

ATTACHMENTS:
CDBG 24-25 Use of Funds
CDBG 24-25 Project Summaries

City of Bradenton
Community Development Block Grant (CDBG)

2024-2025 Use of Funds

Entitlement Amount: **$451,518**

Funding Rules and Caps

- **Program Administration Cap** – 20% of Grant
- **Public Service Cap** – 15% of Grant

2024-2025 Funding Cap Levels

- Administration - **$90,303.60**
- Public Service - **$67,727.70**
- Non-Public Service **- $293,486.70**

Recommendations –

Public Service Programs

	Requested	Recommended
Salvation Army – HOT Beds	$ 25,000	$ 15,909.23
Salvation Army – Homeless Prevention	$ 50,000	$ 15,909.23
Step Up Suncoast	$100,000	$ 15,909.23
Centerstone	$200,000	$ 0.00
Meals on Wheels – Unfunded Senior Meals	$ 24,800	$ 20,000.00
Total Public Service		**$ 67,727.70**

Recommendations –

Non-Public Service Programs

	Requested	Recommended
Habitat for Humanity	$250,000.00	$184,877.70
Bradenton Police Department, Code/Blight Enforcement Officer City of Bradenton	$108,609.00	$108,609.00
Total Non-Pubic Service		**$293,486.70**

2024-25 CDBG Funding Recommendations

Public Service Projects

Meals on Wheels – Senior Meals
This program will provide low-income seniors in the City of Bradenton with a nutritionally balanced meal. At $6.45 a meal, this grant will provide over 3,000 meals. Volunteers delivering the meals will also provide program participants with daily contact, allowing them to maintain their independent living status.
Requested: $25,800.00.....Recommended: $20,000.00

Salvation Army – Homeless Outreach Teams (HOT) Beds
This program will work with the Bradenton Police Department on housing homeless individuals. At $65 a night, those receiving shelter will also receive case management and classes to assist in finding a solution to their homeless situation. Food and toiletries are also provided to those seeking assistance.
Requested: $25,000.00.....Recommended: $15,909.23

Salvation Army – Homeless Prevention
This program will use CDBG funds to help low-income City of Bradenton residents avoid eviction. Applicants must be able to present a 3-day eviction notice to apply for financial assistance.
Requested: $50,000.00.....Recommended: $15,909.23

Step Up Suncoast – Utility and Housing Assistance
This program aims to bring individuals out of crisis and into financial stability. CDBG funds will be used to provide utility, rental and mortgage assistance to low- and moderate-income individuals and families.
Requested: $100,000.00……Recommended: $15,909.23

Non-Public Service Projects

Habitat for Humanity – Affordable Home Ownership
This project will provide funding to build new homes and rehabilitate existing homes with the goal of placing low-income families in them as homeowners.
Requested: $250,000.00.....Recommended: $184,877.70

Bradenton Police Department – Code/Blight Enforcement Officer
The strategic goal of this program is to improve neighborhoods through addressing blighted properties through the use of criminal and civil code, ultimately improving the quality of life for all residents. This grant will support a full time Code/Blight Enforcement Officer. Over 100 abandoned properties will be prioritized.
Requested: $108,609.00.....Recommended: $108,609.00

Not Recommended for Funding

Centerstone – Enhancing Community Wellness: A Behavioral Health Improvement Project
The project request was for funds to work on upgrading Centerstone's office building located at 391 6th Avenue West, Bradenton.
Requested: $200,000.....Recommended: $0.00

Built-In 10% of Funding

City of Bradenton – Program Administration
The project will fund staff to operate and administer the CDBG program.
Requested: $90,303.60.....Recommended: $90,303.60

AGENDA ITEM NO. 9.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4040 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to approve Ordinance 4040.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West. The vacation approximately 7,633-sq.

ft. or 0.18 acres in size.

The applicant is requesting the vacation in order clear property of unused rights-of-way and to delineate the property for future construction of a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4040.

ATTACHMENTS:
Ordinance 4040
Application - Ordinance 4040, Case RV.24.1517
Staff Report - Ordinance 4040, Case RV.24.1517
Presentation - Ordinance 4040, Case RV.24.1517

Ordinance No. 4040

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 40-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, RECORDED IN BOOK 1, PAGE 158, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns property located at 705 3rd Street West, Bradenton, FL 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 40 foot wide right-of-way, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 40 foot wide right of way as shown on the Plat of Adams Anex to Braidentown Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that they meet the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed

to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

[INSERT "BEG AT NW COR OF BLK 19, ADAMS ANNEX, TH S 345.3 FT, TH E 178 FT, TH N 230.84 FT, TH W 89.1 FT, TH N 120 FT TO S LN OF 6TH AVE, TH WLY FOLLOWING S LN OF 6TH AVE, 89 FT TO POB (DB 123/218) ALSO: FROM THE INTERSECT OF THE R/W LN OF 6TH AVE AND THE R/W LN OF 3RD ST GO S 120 FT, TH E 81.9 FT FOR A POB, FROM THERE GO N 11 FT, TH E 81.9 FT, TH S 11 FT, TH W 81.9 FT TO THE POB (DB 300/162) LESS: BEG AT A STAKE LOCATED AT THE INTERSECT OF THE 6TH AVE R/W LN WITH THE 3RD ST R/W LN; TH GO S 109 FT, TH E 81.9 FT, TH GO N 109 FT TO THE R/W LN OF 6TH AVE TH W ALG SD R/W LN 81.9 FT TO THE POB (DB 295/488), LESS RD R/W: THAT PORTION OF LOT 2, BLK 19, ADAMS ANEX TO BRAIDENTOWN (PB 1 PG 158) IN SEC 26; COM AT THE NW COR OF LOT 3 IN SD BLK 19; TH N 88 DEG 59 MIN 25 SEC E, 81.90 FT ALG THE N LN OF SD LOTS 2 & 3 FOR A POB; TH CONT N 88 DEG 59 MIN 25 SEC E, 7.10 FT ALG THE N LN OF SD LOT 2; TH S 00 DEG 10 MIN 54 SEC W, 11.68 FT; TH N 86 DEG 53 MIN 47 W, 7.11 FT; TH N 00 DEG 10 MIN 54 SEC E, 11.16 FT TO THE POB, CONT 81 SF (1425/2342)"] PI#32675.0000/1

EXHIBIT "B"

Property to be Vacated

705 3rd St. W - A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
LB 0007474 LB 0006982 LC 0000365

EXHIBIT A

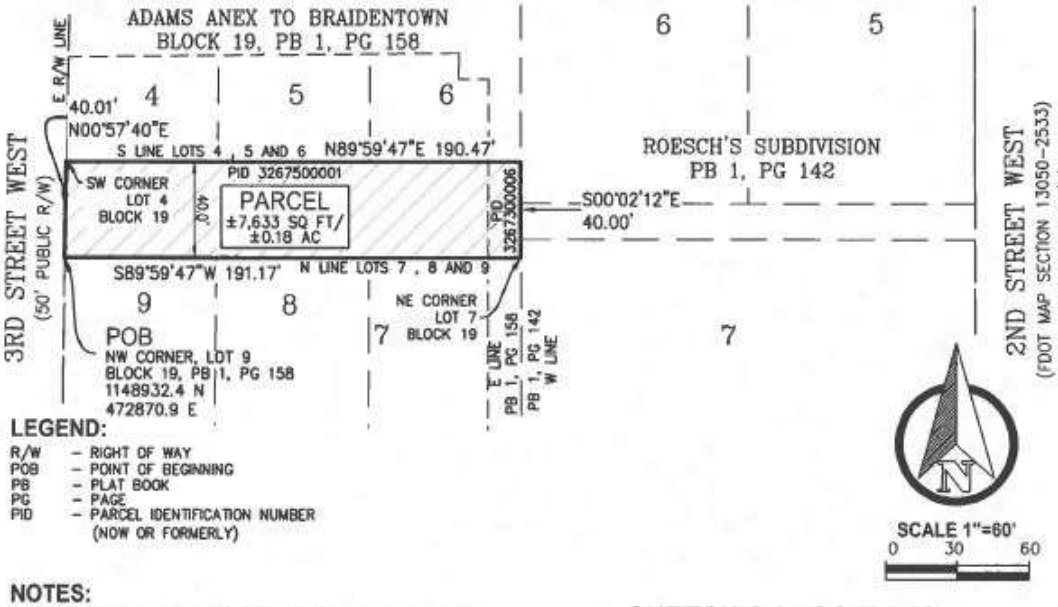
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL / REVIEWED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:01 pm, Apr 18, 2024

1341

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 705 3rd. Street West, Bradenton, FL 34205

Parcel ID: 3267500001 Acreage: 0.18

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant _____ Date 4/16/24

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 241517

CITY STAFF ONLY

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

- ☐ City of Bradenton
  Public Works & Utilities
  Jim McLellan, Director
  1411 9th Street West Bradenton, FL 34205
  941.708.6300

- ☐ Florida Power and Light
  Greg Coker
  1253 12th Ave. E. Palmetto, FL 34221
  813.422.8232

- ☐ Frontier Communications
  Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
  1280 Cleveland Street, Clearwater, FL 33755
  941.266.9218

- ☐ Spectrum Communication
  Alex Fleming, Field Eng.
  5413 East State Road 64 Bradenton, FL 34203
  941.737.1352

- ☐ Comcast Cable
  Paul Brown, Manager, Construction SWFL
  PO Box 1178. Sarasota, FL 34230
  941.914.7844

- ☐ Teco/Peoples Gas
  Alex Mcfarlane, Gas Design Tech
  Rep. 8261 Vico Ct. Sarasota, FL 34240
  813.275.3762

1343

705 3rd St. W - A

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

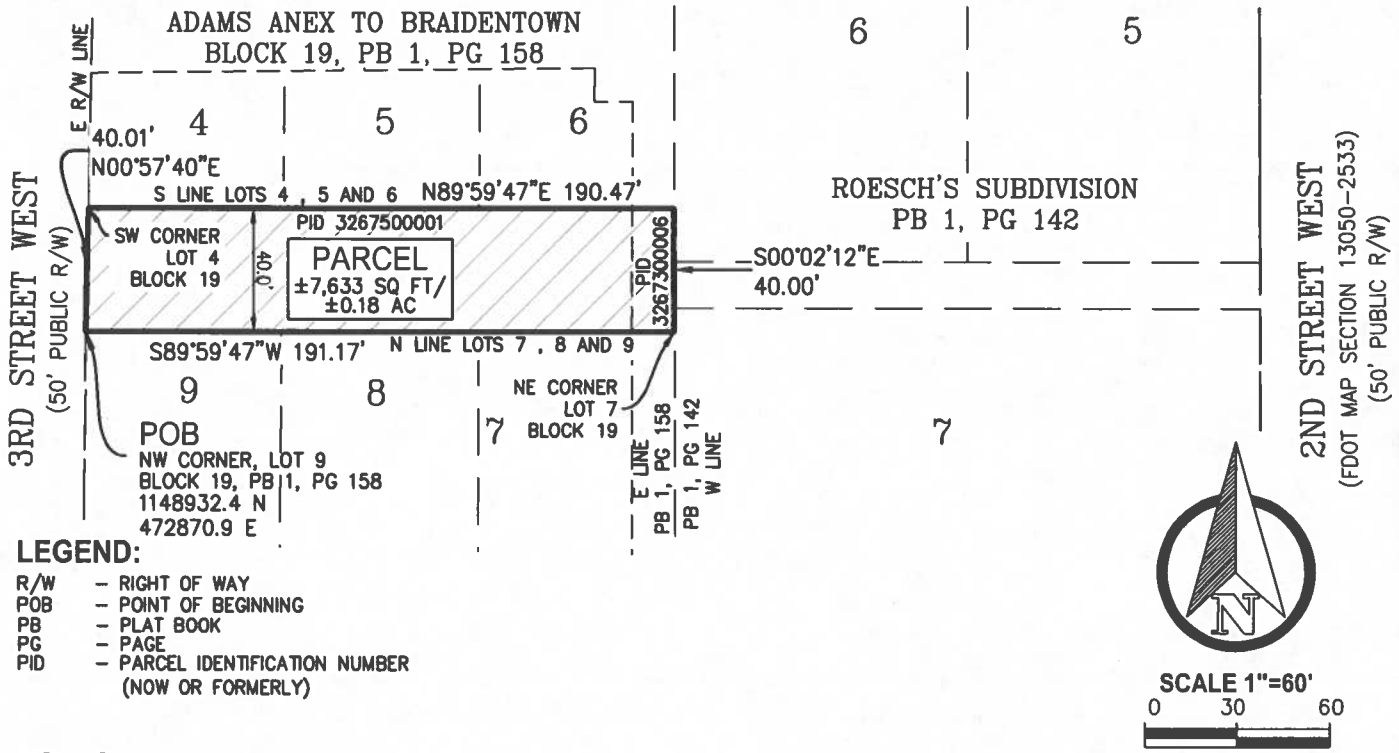
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

© ZNS ENGINEERING, L.C. THIS DOCUMENT IS PROTECTED BY SECTION 106 OF THE "UNITED STATES COPYRIGHT ACT". REPRODUCTION OR ALTERATION OF THIS DOCUMENT OR THE INFORMATION CONTAINED HEREON BY ANY MEANS WHATSOEVER IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF ZNS ENGINEERING, L.C. CONSENT IS HEREBY GRANTED SPECIFICALLY TO GOVERNMENTAL AGENCIES TO REPRODUCE THIS DOCUMENT IN COMPLIANCE WITH F.S. CHAPTER 119.

PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD Sktch.dwg, Plot Date: Feb 09, 2024@9:27am, By:KWW

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

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Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager



TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4040
Case No.: RV.24.1517
Applicant: City of Bradenton
Address: 705 3rd Street West
Parcel ID: 3267500001
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West. The vacation approximately 7,633-sq. ft. or 0.18 acres in size.

The applicant is requesting the vacation in order clear property of unused rights-of-way and to delineate property for future construction of a new Police Headquarters complex.

During a site visit to the area, it was noted that 705 3rd Street West is currently a vacant lot.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-

of-way are no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall

be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4040, Case RV.24.1517.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4040, Case RV.24.1517 (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Descriptions – Right-of-Way

Exhibit "A"


6TH AVE W
64
Right of Way
3RD ST W
Pinnacle Office Park
N
W
E
S
Major Adams Cemetery
3RD STREET W
8TH AVE W
8TH AVE DR W
2ND ST W
CITY OF BRADENTON WATER SYSTEM
1ST ST E
41
301
6TH AVE E
8TH AVE E
9TH AVE W
9TH AVE E
(MARTIN LUTHER KING AVE WEST)
Bradenton
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

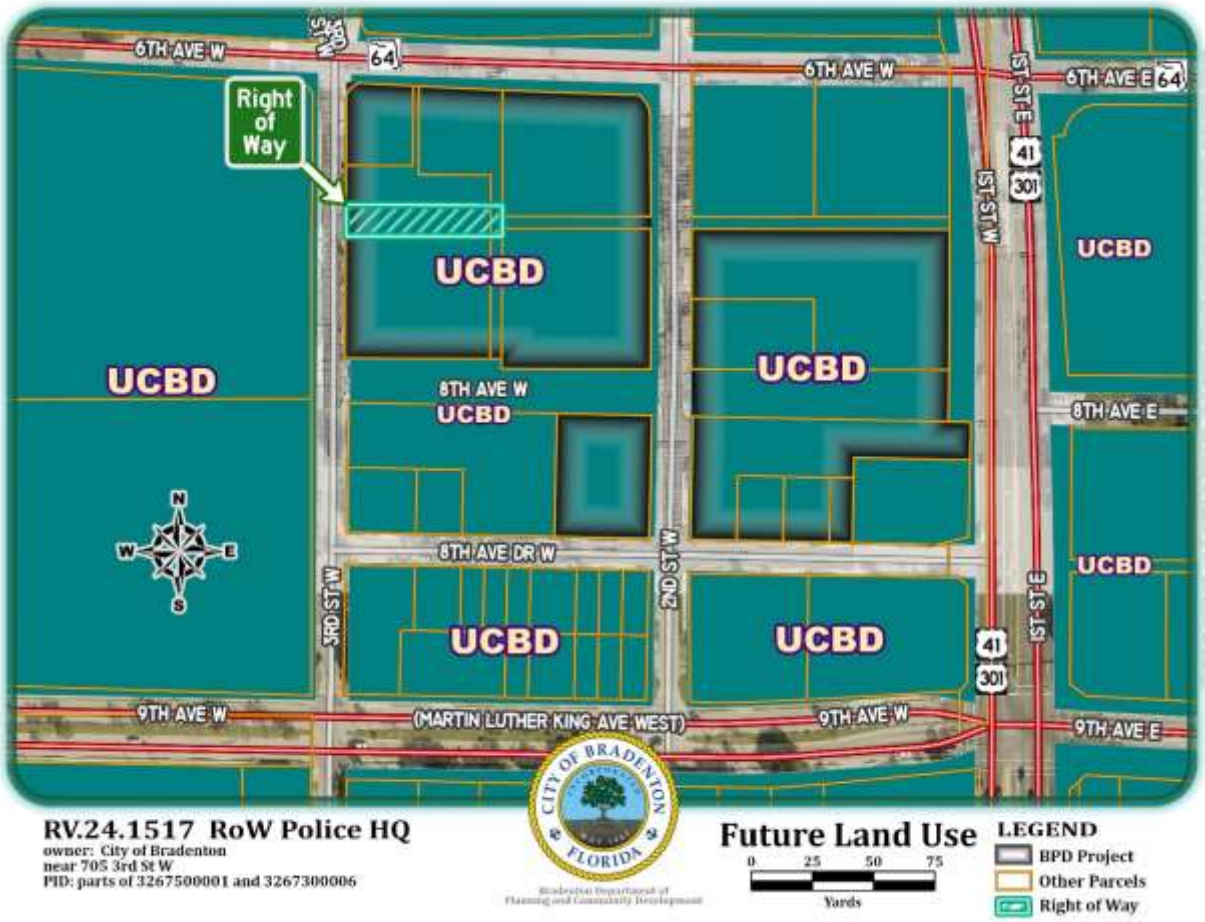

6TH AVE W
SR 64
6TH AVE W
6TH AVE E
64
Right of Way
1ST ST E
41
301
1ST ST W
UCBD
UCBD
UCBD
8TH AVE W
UCBD
8TH AVE E
N
W
E
S
8TH AVE DR W
3RD ST W
2ND ST W
UCBD
UCBD
UCBD
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON
FLORIDA
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
64
Right of Way
3RD ST W
T5
8TH AVE W
8TH AVE DR W
2ND ST W
1ST ST E
41
301
8TH AVE E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
W
E
S
RV.24.1517 RoW Police HQ
owner: City of Bradenton
near 705 3rd St W
PID: parts of 3267500001 and 3267300006
CITY OF BRADENTON
FLORIDA
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

705 3rd St. W-A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0007474 LB 0002982 LC 0000365

EXHIBIT A

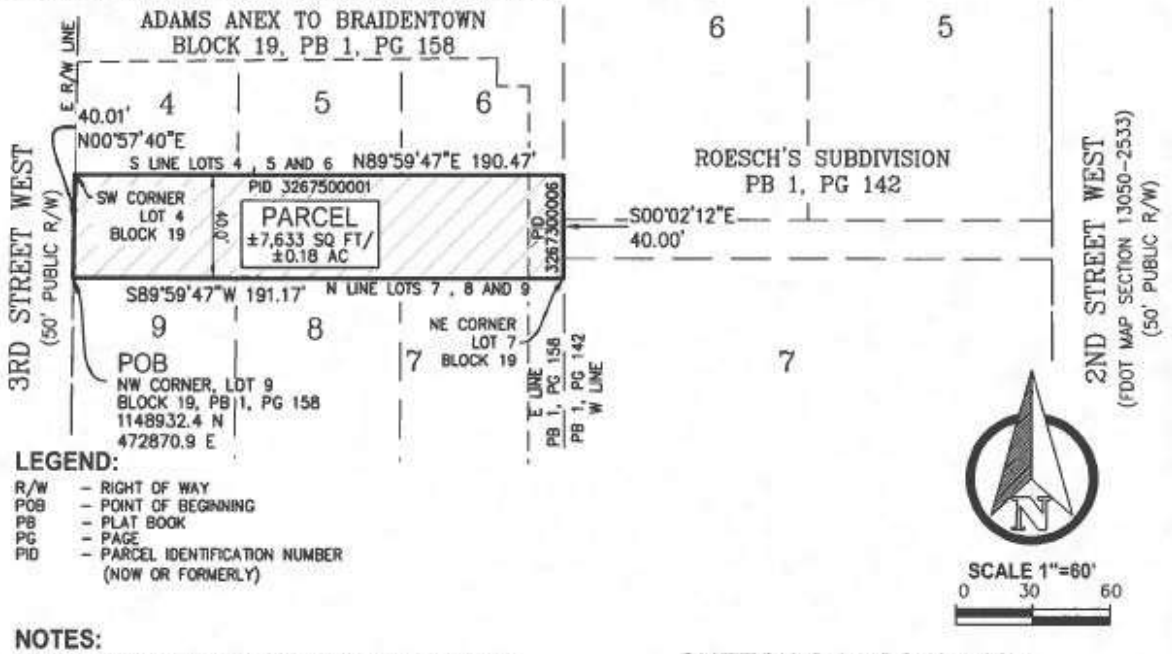
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.



LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4040 / Case RV.24.1517

Request to vacate a portion of a platted 40-foot-wide right-of-way located on property at 705 3rd Street West (Parcel ID 3267500001)

Staff Contact: Greg DeLong; Asst. PCD Director

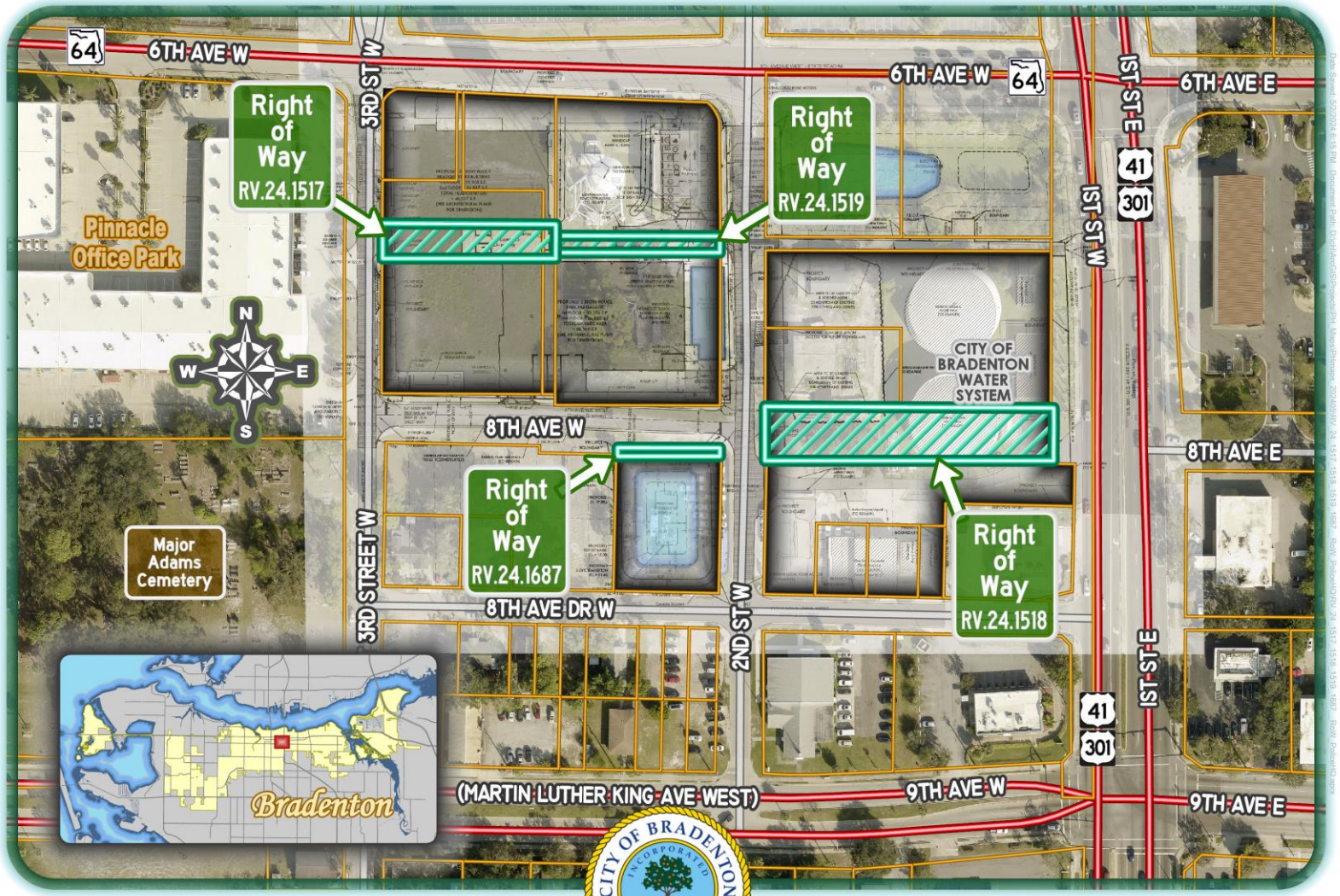
Case Information

- Applicant: City of Bradenton
- Address: 705 3rd St. W.
- Parcel ID: 3267500001
- Area Size: Approx. 7,633-sq. ft. (0.18 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Use: Vacant lot
- Purpose: Permit construction of a new Police HQ complex

Request

- Vacate a platted 40-ft. wide right-of-way at 705 3rd St. W.
- Request is approximately 7,633-square feet in size (0.18 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property is currently a vacant lot
- Utility companies have all signed off on the proposed request

Location Map



RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ

owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
PIDs: many

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

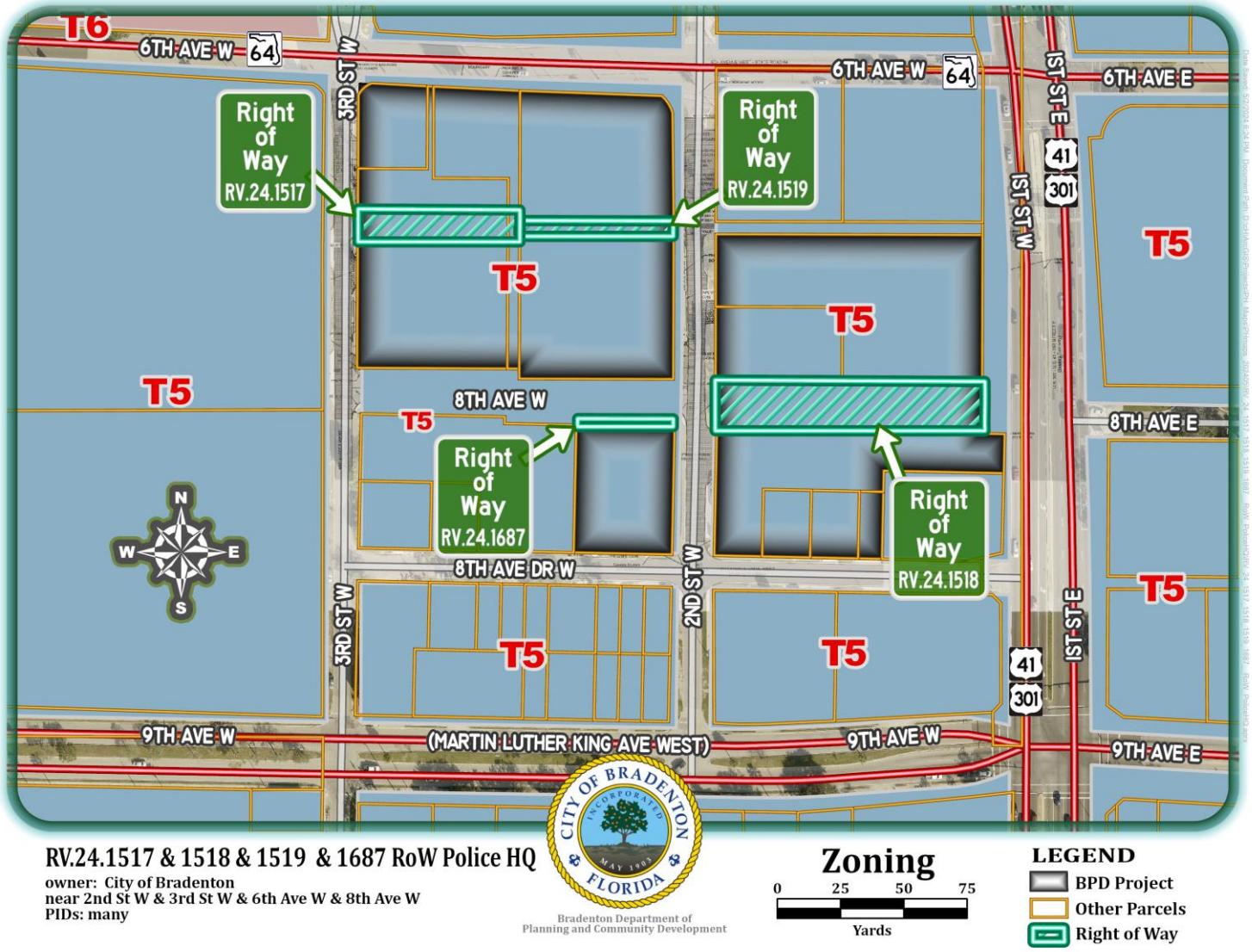
0 25 50 75

Yards

LEGEND

- BPD Project
- Other Parcels
- Right of Way

Zoning Map


T6
6TH AVE W
64
3RD ST W
Right of Way RV.24.1517
Right of Way RV.24.1519
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
T5
T5
T5
T5
8TH AVE W
T5
Right of Way RV.24.1687
8TH AVE E
Right of Way RV.24.1518
N
W
E
S
8TH AVE DR W
3RD ST W
2ND ST W
T5
T5
T5
41
301
1ST ST E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ
owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
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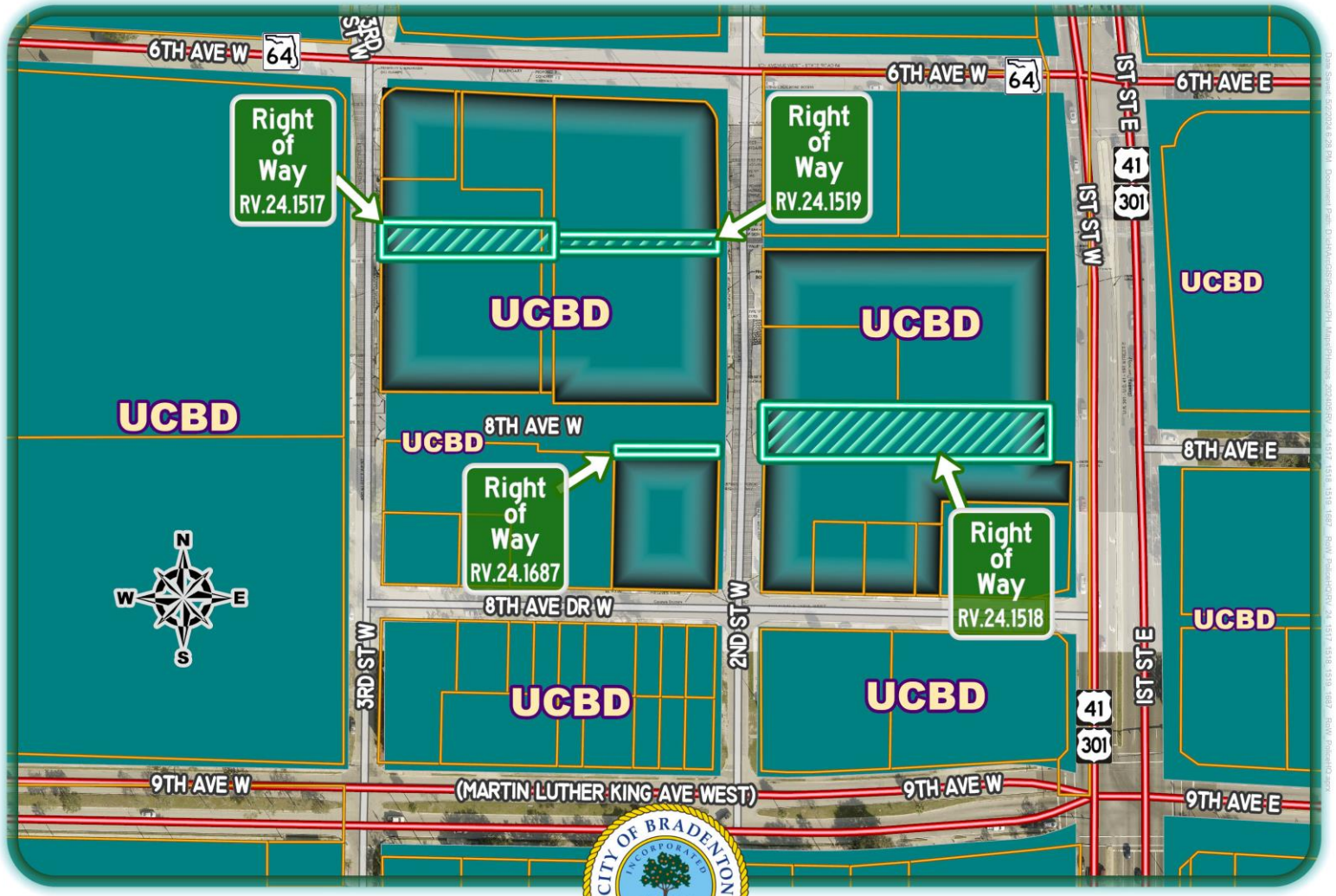
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Future Land Use Map



RV.24.1517 & 1518 & 1519 & 1687 RoW Police HQ
owner: City of Bradenton
near 2nd St W & 3rd St W & 6th Ave W & 8th Ave W
PIDs: many

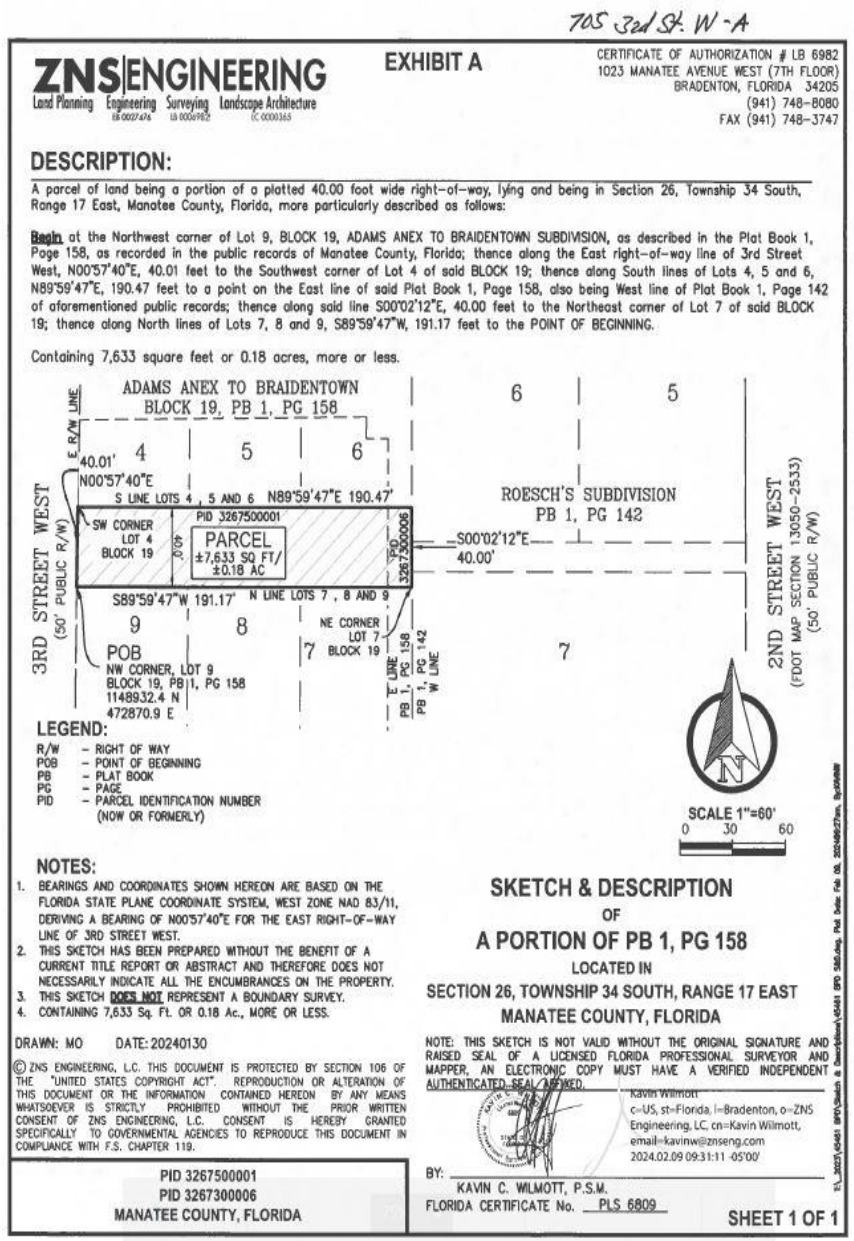
Bradenton Department of Planning and Community Development

Future Land Use

0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Survey Map – 705 3rd St. W.



705 3rd St. W - A

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027474 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 40.00 foot wide right-of-way, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northwest corner of Lot 9, BLOCK 19, ADAMS ANEX TO BRAIDENTOWN SUBDIVISION, as described in the Plat Book 1, Page 158, as recorded in the public records of Manatee County, Florida; thence along the East right-of-way line of 3rd Street West, N00°57'40"E, 40.01 feet to the Southwest corner of Lot 4 of said BLOCK 19; thence along South lines of Lots 4, 5 and 6, N89°59'47"E, 190.47 feet to a point on the East line of said Plat Book 1, Page 158, also being West line of Plat Book 1, Page 142 of aforementioned public records; thence along said line S00°02'12"E, 40.00 feet to the Northeast corner of Lot 7 of said BLOCK 19; thence along North lines of Lots 7, 8 and 9, S89°59'47"W, 191.17 feet to the POINT OF BEGINNING.

Containing 7,633 square feet or 0.18 acres, more or less.

LEGEND:

R/W – RIGHT OF WAY
POB – POINT OF BEGINNING
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N00°57'40"E FOR THE EAST RIGHT-OF-WAY LINE OF 3RD STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 7,633 Sq. Ft. OR 0.18 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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PID 3267500001
PID 3267300006
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 158
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:11 -05'00'

BY: KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 705 3rd St. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4040, Case RV.24.1517

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4040, Case RV.24.1517 (vote 6-0)

AGENDA ITEM NO. 9.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4041 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to approve Ordinance 4041.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a 60-foot-wide parcel of land being an unimproved portion of a platted 8th Avenue, otherwise known as 8th Avenue West,

that cuts through property located at 707 2nd Street West. The area of the proposed vacation is approximately 18,963-sq. ft. or 0.44 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4041.

ATTACHMENTS:
Ordinance 4041
Application - Ordinance 4041, Case RV.24.1518
Staff Report - Ordinance 4041, Case RV.24.1518
Presentation - Ordinance 4041, Case RV.24.1518

Ordinance No. 4041

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 60-FOOT WIDE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 2ND STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 1ST STREET; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns the property located at 707 2nd Street West, Bradenton, FL, 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 60 foot wide right-of-way, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 60 foot wide right of way as shown on the Plat of Roesch's Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

LOT 11 ROESCHS SUB PI#32555.0000/5

EXHIBIT "B"

Property to be Vacated

707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

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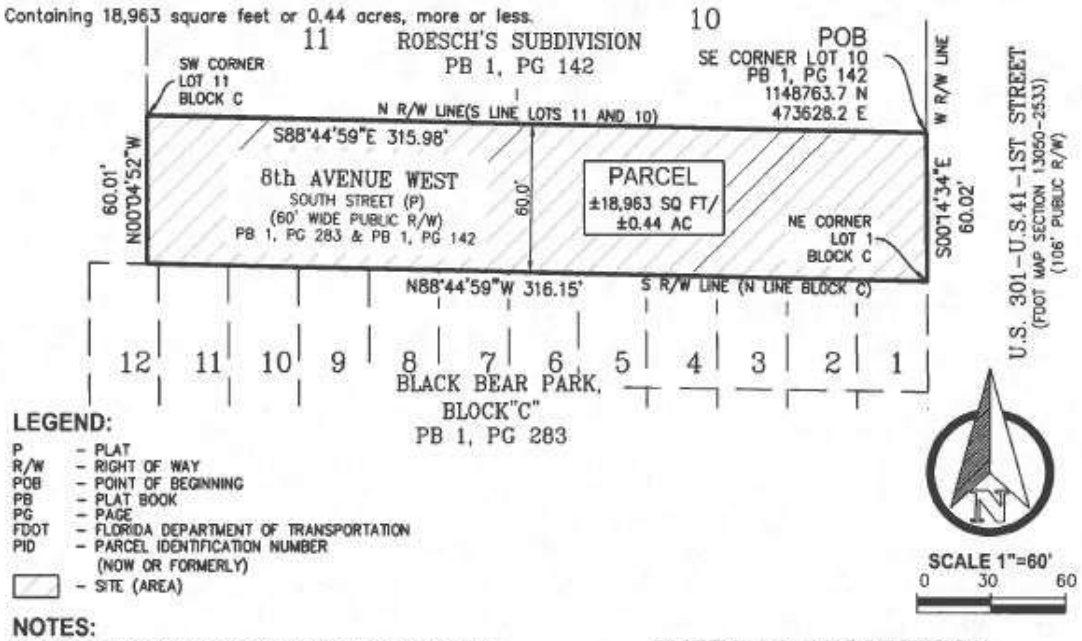
Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▭	- SITE (AREA)

N

SCALE 1"=60'
0 30 60

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL ATTACHED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:02 pm, Apr 18, 2024

1403

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION — REQUIRED

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION — REQUIRED

Property Address: 707 2nd. Street West, Bradenton, FL 34205

Parcel ID: 3255500005 Acreage: 0.44

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant _____ Date 4/16/24

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

APPLICATION #: 241518

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

1405

707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

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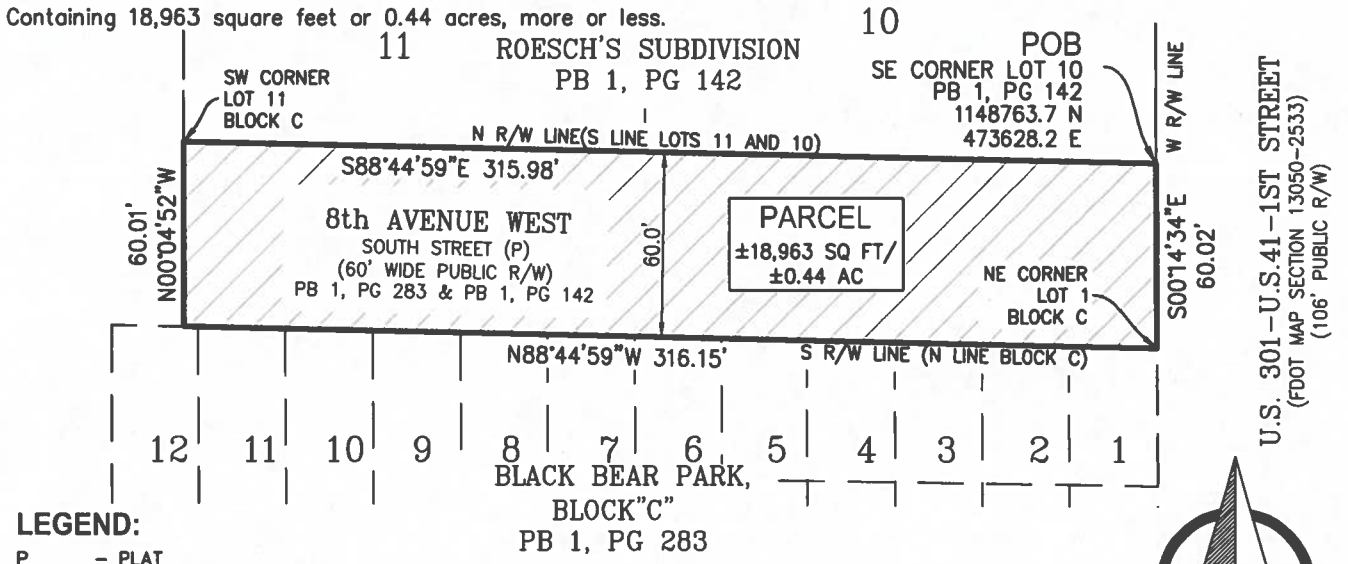
Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	–	PLAT
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4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD Sketch.dwg, Plot Date: Feb 09, 2024@9:28am, By:KWW

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

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   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

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   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN="Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

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   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov
bradenton
The Friendly City

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Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

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Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from stanley.schaeffer@manateesheriff.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4041
Case No.: RV.24.1518
Applicant: City of Bradenton
Address: 707 2nd Street West
Parcel ID: 3255500005
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a 60-foot-wide parcel of land being an unimproved portion of a platted 8th Avenue, otherwise known as 8th Avenue West, that cuts through property located at 707 2nd Street West. The area of the proposed vacation is approximately 18,963-sq. ft. or 0.44 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

During a site visit to the area, it was noted that the subject area/property is currently occupied by the City of Bradenton Public Works Department / Water System Facility along with additional Public Works ancillary uses.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public rights-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, this portion of the right-of-way is no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other

dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4041, Case RV.24.1518.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4041, Case RV.24.1518 (vote 6-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


6TH AVE W
3RD ST W
6TH AVE E
1ST ST E
1ST ST W
Pinnacle Office Park
CITY OF BRADENTON WATER SYSTEM
8TH AVE W
8TH AVE E
Right of Way
Major Adams Cemetery
3RD STREET W
8TH AVE DR W
2ND ST W
1ST ST E
Bradenton
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

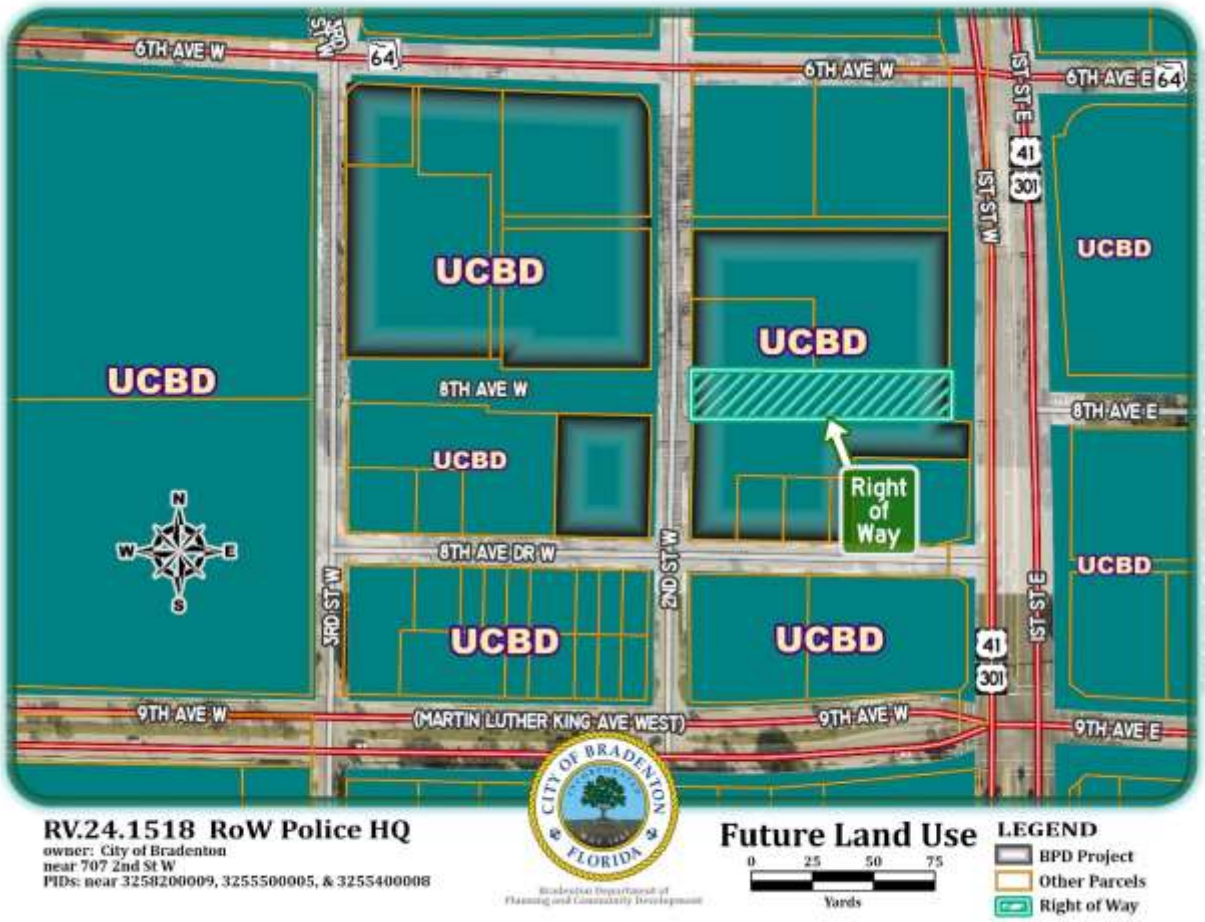
6TH AVE W
6TH AVE E
64
41
301
1ST ST E
1ST ST W
UCBD
8TH AVE W
8TH AVE E
Right of Way
8TH AVE DR W
3RD ST W
2ND ST W
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
S
E
W
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
CITY OF BRADENTON FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
64
3RD ST W
6TH AVE W
6TH AVE E
64
1ST ST E
41
301
1ST ST W
T5
T5
T5
T5
T5
8TH AVE W
8TH AVE E
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Right of Way
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2ND ST W
3RD ST W
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1ST ST E
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON
FLORIDA
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

EXHIBIT A

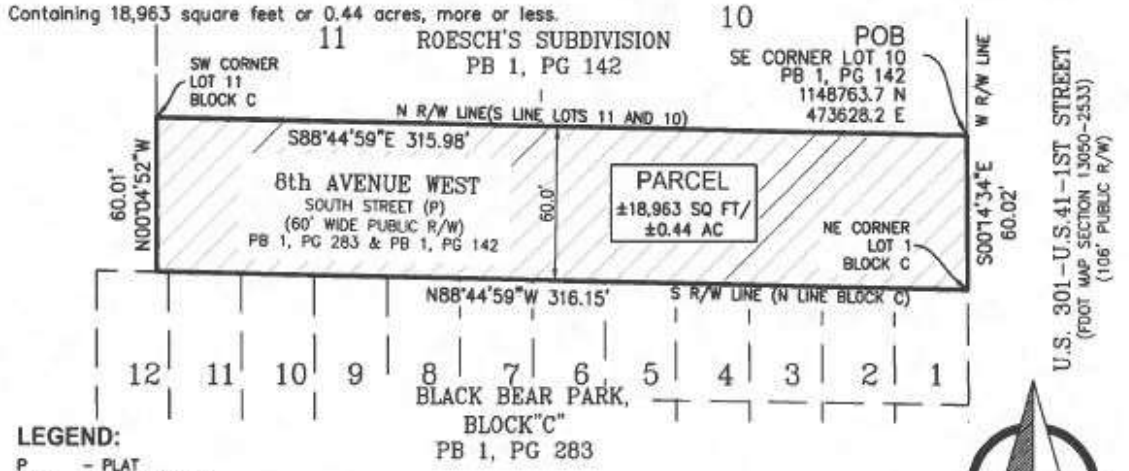
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 60 foot wide parcel of land being a portion of a platted 8th Avenue (South Street), per Plat Book 1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
☐	- SITE (AREA)

SCALE 1"=60'
0 30 60

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°14'34"E FOR THE WEST RIGHT-OF-WAY LINE OF 1ST STREET.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 18,963 Sq. Ft. OR 0.44 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4041 / Case RV.24.1518

Request to vacate a 60-foot wide parcel of land located on property at 707 2nd St. W. (Parcel ID 3255500005), being a portion of a platted 8th Ave., otherwise known as 8th Ave. W.

Staff Contact: Greg DeLong; Asst. PCD Director

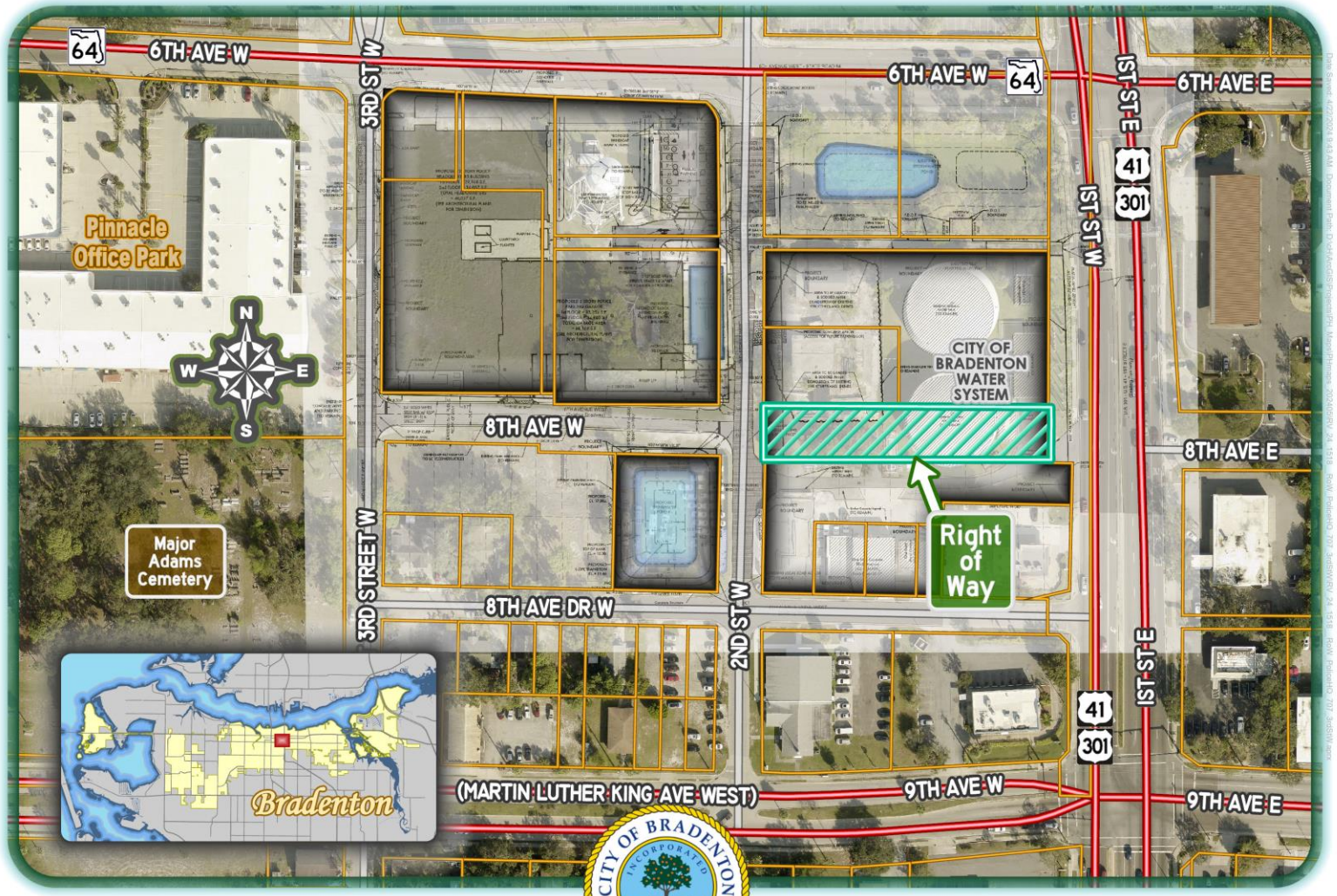
Case Information

- Applicant: City of Bradenton
- Address: 707 2nd St. W.
- Parcel ID: 3255500005
- Area Size: Approx. 18,963-sq. ft. (0.44 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Uses: Bradenton Public Works / Water System Facility
- Purpose: Permit construction of a new Police HQ complex

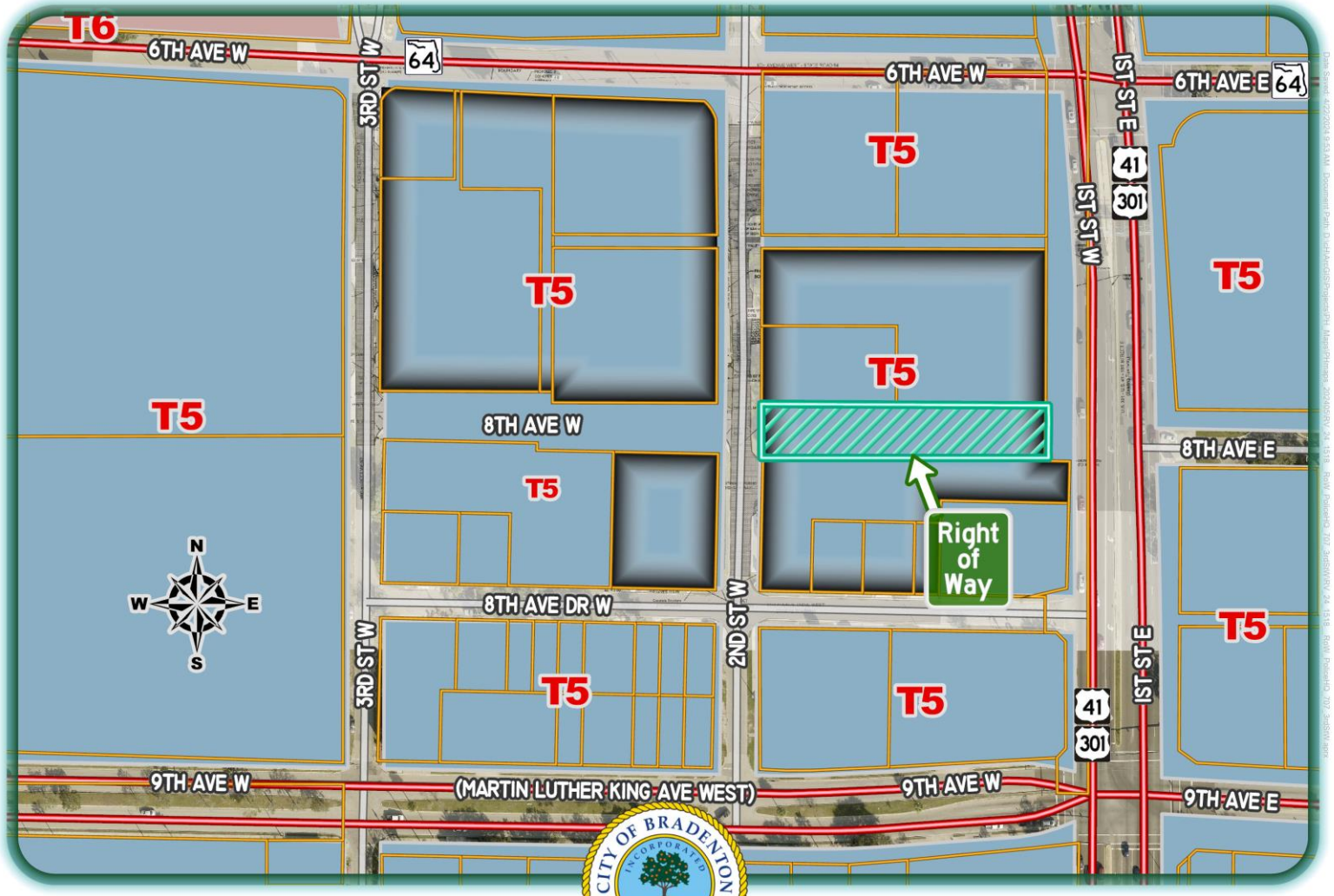
Request

- Vacate a platted 60-ft. wide right-of-way cutting through 707 2nd St. W.
- Request is approximately 18,963-square feet in size (0.44 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property currently houses the City of Bradenton Public Works Department / Water System Facility and ancillary uses
- Utility companies have all signed off on the proposed request

Location Map



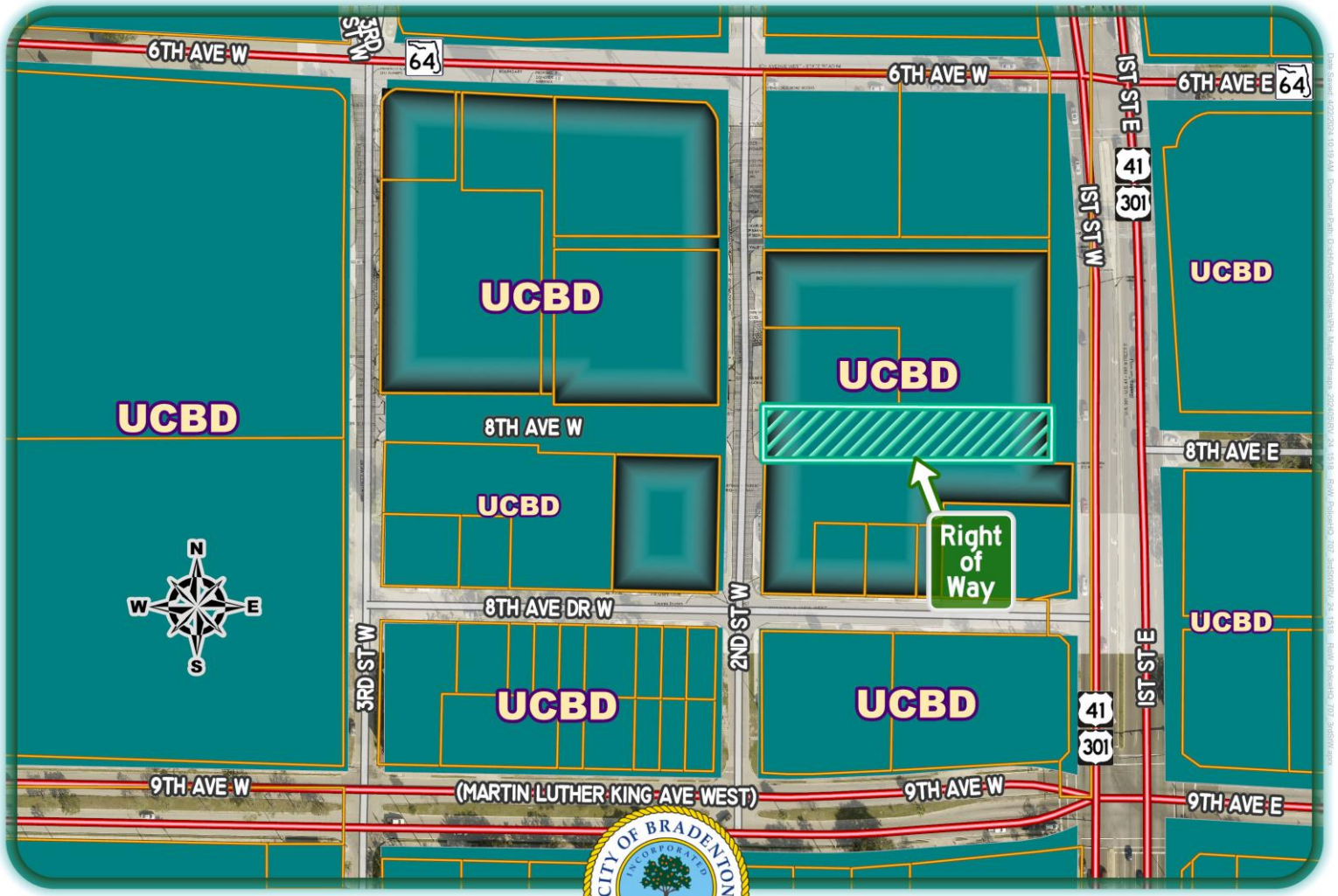
Zoning Map



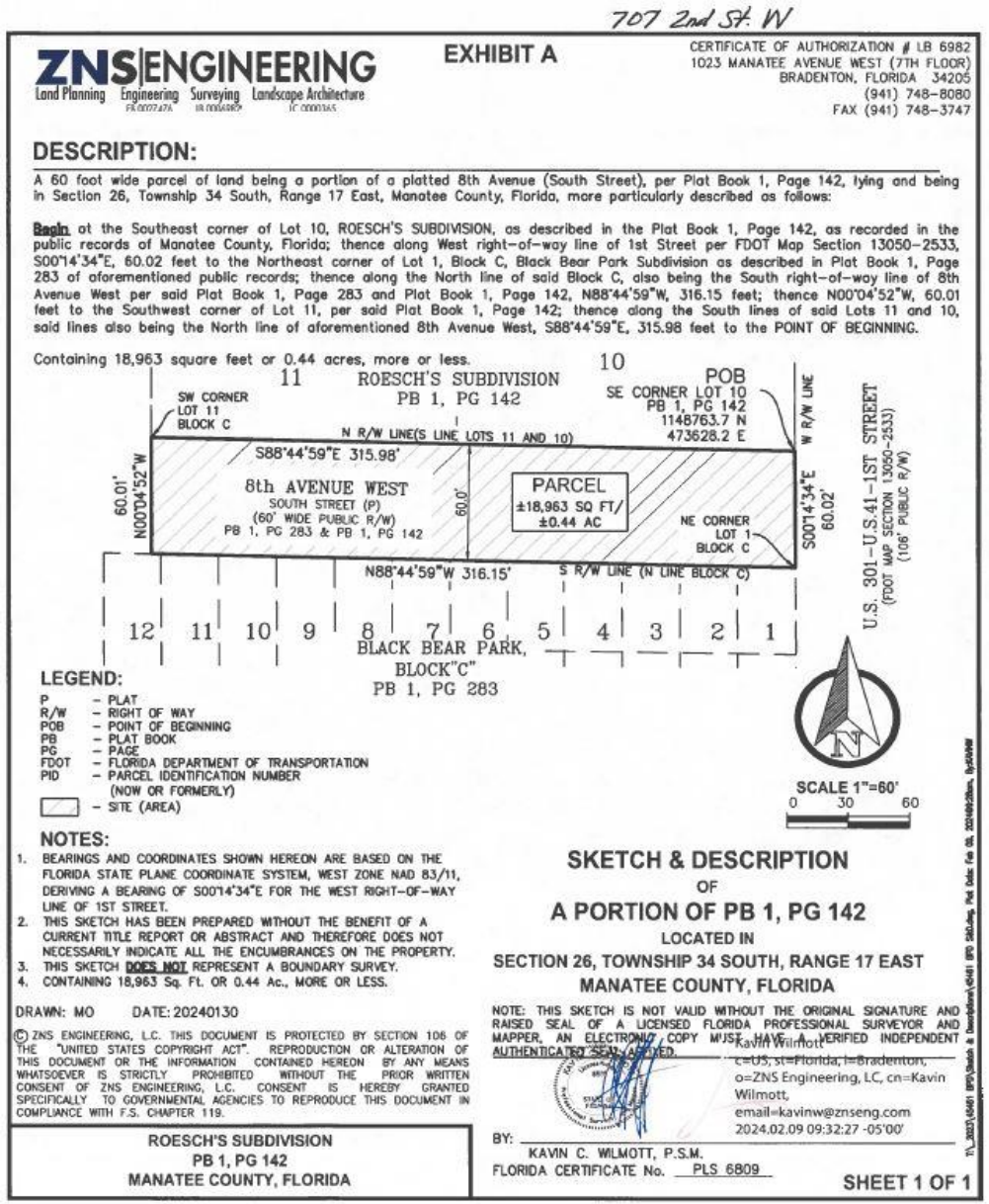
RV.24.1518 RoW Police HQ
owner: City of Bradenton
near 707 2nd St W
PIDs: near 3258200009, 3255500005, & 3255400008

Bradenton Department of
Planning and Community Development

Future Land Use Map



Survey Map – 707 2nd St. W.



707 2nd St. W

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

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Begin at the Southeast corner of Lot 10, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 1st Street per FDOT Map Section 13050-2533, S00°14'34"E, 60.02 feet to the Northeast corner of Lot 1, Block C, Black Bear Park Subdivision as described in Plat Book 1, Page 283 of aforementioned public records; thence along the North line of said Block C, also being the South right-of-way line of 8th Avenue West per said Plat Book 1, Page 283 and Plat Book 1, Page 142, N88°44'59"W, 316.15 feet; thence N00°04'52"W, 60.01 feet to the Southwest corner of Lot 11, per said Plat Book 1, Page 142; thence along the South lines of said Lots 11 and 10, said lines also being the North line of aforementioned 8th Avenue West, S88°44'59"E, 315.98 feet to the POINT OF BEGINNING.

Containing 18,963 square feet or 0.44 acres, more or less.

LEGEND:

P – PLAT
R/W – RIGHT OF WAY
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PB – PLAT BOOK
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DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:32:27 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 707 2nd St. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4041, Case RV.24.1518

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4041, Case RV.24.1518 (vote 6-0)

AGENDA ITEM NO. 9.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4042 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to approve Ordinance 4042.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a platted 15-foot-wide alley that is on property located at 704 2nd Street West. The area of the proposed vacation is

approximately 2,851-sq. ft. or 0.07 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4042.

ATTACHMENTS:
Ordinance 4042
Application - Ordinance 4042, Case RV.24.1519
Staff Report - Ordinance 4042, Case RV.24.1519
Presentation - Ordinance 4042, Case RV.24.1519

Ordinance No. 4042

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A PLATTED 15-FOOT WIDE ALLEY AS SHOWN ON THE PLAT OF ROESCH'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 142, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns the property located at 704 2nd Street West, Bradenton, FL, 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate a portion of a platted 15 foot wide alley, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 15 foot right of way as shown on the Plat of Roesch's Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

Property Legal Description

LOTS 5,6,7,12 ROESCHS SUB LESS FOR RD R/W THAT PART INCLUDED IN THE FOLLOWING: A) THOSE PORTIONS OF LOTS 1 & 2, BLK 19, ADAMS ANEX TO BRAIDENTOWN, AS PER (PB 1 PG 158) AND THOSE PORTIONS OF LOTS 5 & 6, ROESCHS SUB, AS PER (PB 1 PG 142) ALL BEING IN SEC 26 PRMCF BEING DESC AS FOLLOWS: BEG AT THE NE COR OF SD LOT 5; TH S 00 DEG 11 MIN 34 SEC W 53.90 FT ALG THE E LN OF SD LOT 5; TH N 89 DEG 39 MIN 12 SEC W 3.54 FT TO THE BEG OF A CURVE CONCAVE SWLY; TH ALG THE ARC OF SD CURVE TO THE LEFT HAVING A RAD OF 29.50 FT, A C/A OF 63 DEG 04 MIN 09 SEC, AN ARC LENGTH OF 32.47 FT, THE CHORD FOR WHICH BEARS N 31 DEG 11 MIN 16 SEC W TO THE END OF SD CURVE AND THE BEG OF A CURVE CONCAVE NLY; TH ALG THE ARC OF SD CURVE TO THE RIGHT, HAVING A RAD OF 7,663.44 FT, A C/A OF 01 DEG 56 MIN 13 SEC, AN ARC LENGTH OF 259.08 FT, THE CHORD FOR WHICH BEARS N 87 DEG 51 MIN 54 SEC W TO THE END OF SD CURVE; TH N 86 DEG 53 MIN 47 SEC W, 17.35 FT; TH N 00 DEG 10 MIN 54 SEC E, 11.68 FT TO THE N LN OF SD LOT 2; TH N 88 DEG 59 MIN 25 SEC E, 106.05 FT ALG THE N LN OF SD LOTS 1 & 2 TO THE NW COR OF SD LOT 6; TH N 88 DEG 59 MIN 21 SEC E, 189.87 FT ALG THE N LN OF SD LOTS 5 & 6 TO THE POB. CONT 6,338 SF (1419/6450) PI#32553.0000/0

EXHIBIT "B"

Property to be Vacated

704 2nd St W.

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture

EXHIBIT A

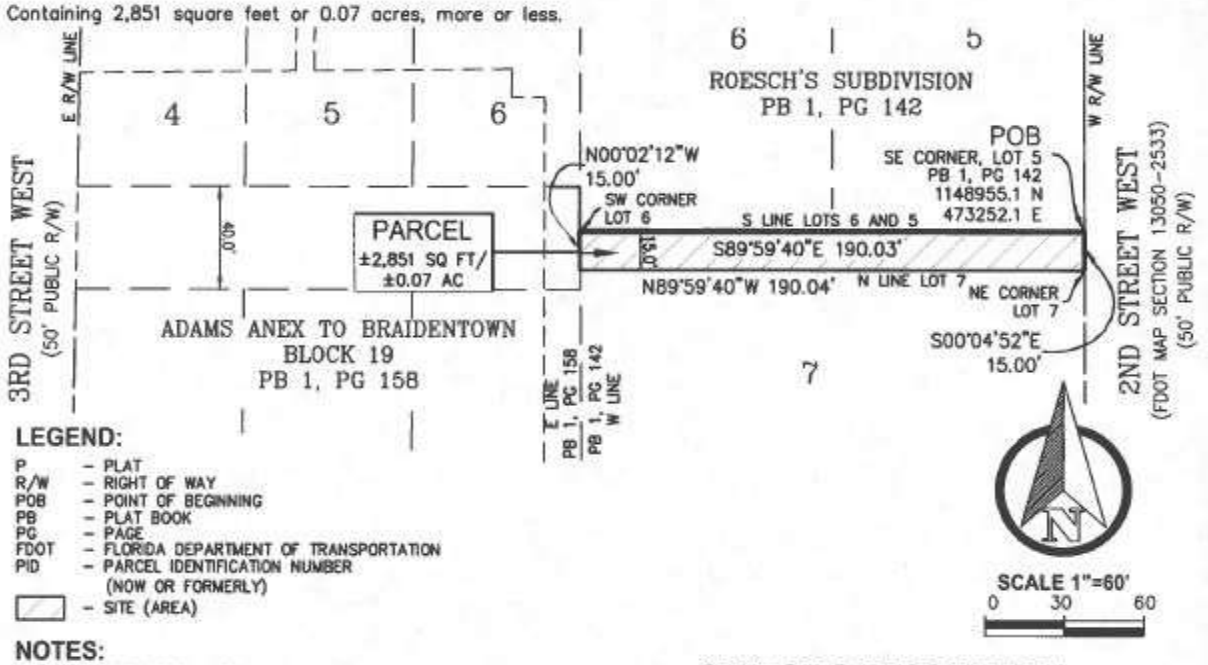
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	–	SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 11:57 am, Apr 18, 2024

1465

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 704 2nd Street West, Bradenton, FL 34205

Parcel ID: 3255300000 Acreage: 0.07

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

Indicate Type of Vacation Requested: Right-of-Way (Easement) (REQUIRED)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws. (REQUIRED)

Signature of Owner/Applicant _____ Date 4/18/24

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: ☐ _____

APPLICATION #: 241519

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

☐ City of Bradenton
Public Works & Utilities
Jim McLellan, Director
1411 9th Street West Bradenton, FL 34205
941.708.6300

☐ Florida Power and Light
Greg Coker
1253 12th Ave. E. Palmetto, FL 34221
813.422.8232

☐ Frontier Communications
Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
1280 Cleveland Street, Clearwater, FL 33755
941.266.9218

☐ Spectrum Communication
Alex Fleming, Field Eng.
5413 East State Road 64 Bradenton, FL 34203
941.737.1352

☐ Comcast Cable
Paul Brown, Manager, Construction SWFL
PO Box 1178. Sarasota, FL 34230
941.914.7844

☐ Teco/Peoples Gas
Alex Mcfarlane, Gas Design Tech
Rep. 8261 Vico Ct. Sarasota, FL 34240
813.275.3762

704 2nd St. W.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

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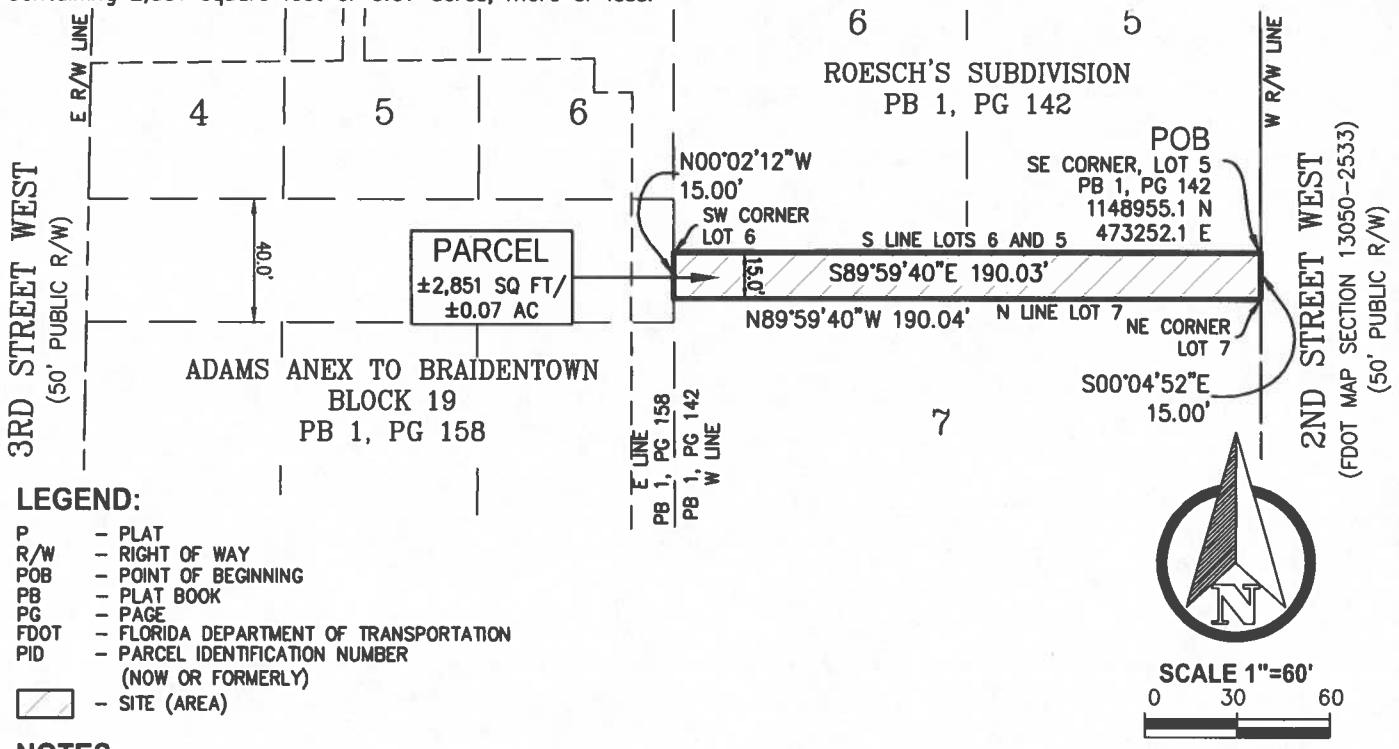

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DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
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Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2025\45461 BPD\Sketch & Descriptions\45461 BPD Sub.dwg, Plot Date: Feb 09, 2024@9:27am, ByKAVINW

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
BOUNDARY/RIGHT-OF-WAY WORKSHEET
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from kevin_murphy4@comcast.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

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Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from julia.godwin@dot.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from carlos.santos@swfwmd.state.fl.us. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

You don't often get email from jean.totti@bradentonfl.gov. Learn why this is important

[EXTERNAL SENDER] Use caution before opening.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

You don't often get email from brian.garver@fpl.com. Learn why this is important

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Caution: This email originated from an external source. **Be Suspicious of Attachments, Links and Requests for Login Information.**

Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

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Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY
TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4042
Case No.: RV.24.1519
Applicant: City of Bradenton
Address: 704 2nd Street West
Parcel ID: 3255300000
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate a platted 15-foot-wide alley that is on property located at 704 2nd Street West. The area of the proposed vacation is approximately 2,851-sq. ft. or 0.07 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way and to delineate a portion of the property for the future construction of off-street parking for a new Police Headquarters complex.

During a site visit to the area, it was noted that the subject area/property is currently occupied by the City of Bradenton Public Works Department / Water System Facility along with additional Public Works ancillary uses.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for

the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, this portion of the right-of-way is no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize this right-of-way have agreed to its vacation as it is no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience.

Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4042, Case RV.24.1519.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4042, Case RV.24.1519 (vote 6-0).

Respectfully submitted,

Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


6TH AVE W
3RD ST W
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
Right of Way
Pinnacle Office Park
N
W
E
S
CITY OF BRADENTON WATER SYSTEM
1ST ST W
8TH AVE W
8TH AVE E
Major Adams Cemetery
3RD STREET W
8TH AVE DR W
2ND ST W
1ST ST E
Bradenton
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
CITY OF BRADENTON FLORIDA
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"

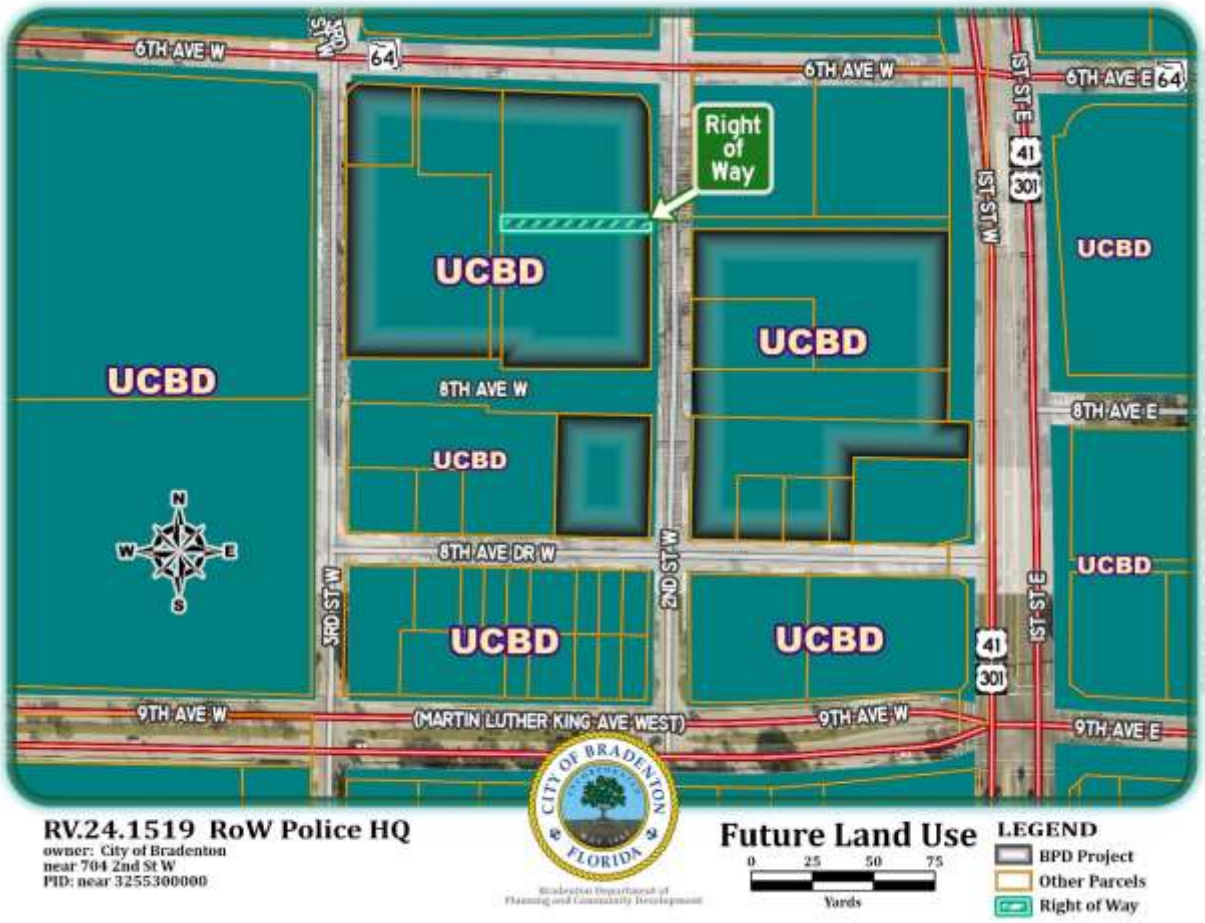
6TH AVE W
6TH AVE E
64
Right of Way
UCBD
8TH AVE W
8TH AVE E
8TH AVE DR W
3RD ST W
2ND ST W
1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE E
N
W
E
S
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
CITY OF BRADENTON
FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


T6
6TH AVE W
64
3RD ST W
6TH AVE W
1ST ST E
6TH AVE E
64
Right of Way
T5
41
301
1ST ST W
T5
T5
T5
8TH AVE W
8TH AVE E
T5
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E
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8TH AVE DR W
3RD ST W
2ND ST W
T5
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1ST ST E
41
301
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000
CITY OF BRADENTON
FLORIDA
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

704 2nd St. W.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
LB 0027476 LB 0006982 LC 0000368

EXHIBIT A

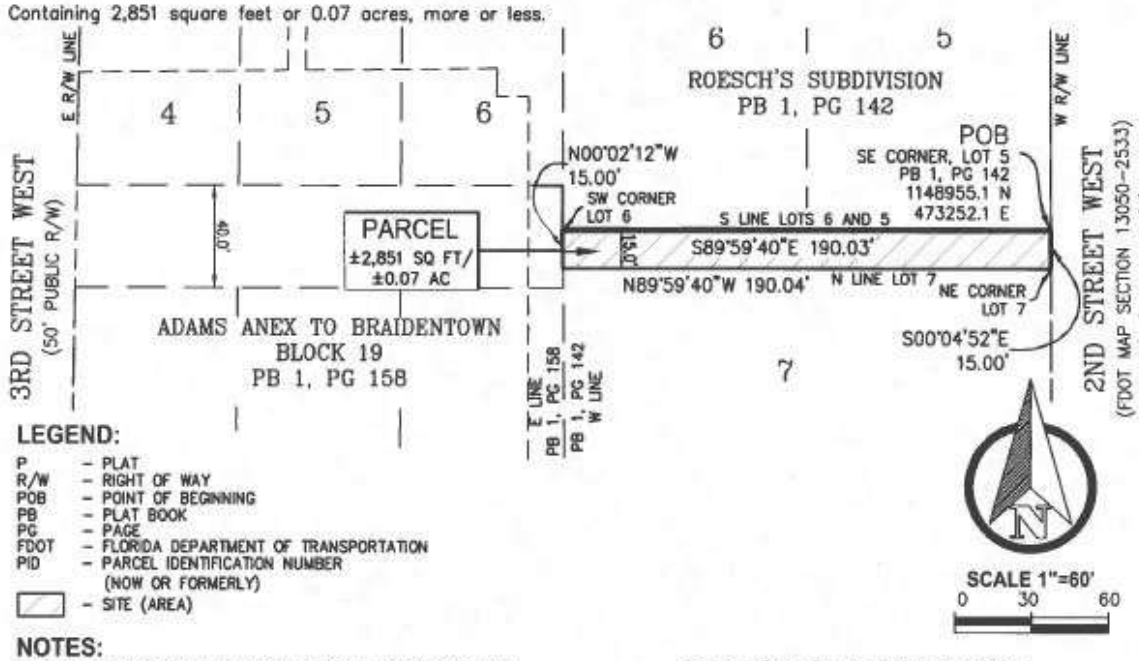
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land being a portion of a platted 15 foot wide ally per Plat Book1, Page 142, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Southeast corner of Lot 5, ROESCH'S SUBDIVISION, as described in the Plat Book 1, Page 142, as recorded in the public records of Manatee County, Florida; thence along West right-of-way line of 2nd Street West per FDOT Map Section 13050-2533, S00°04'52"E, 15.00 feet to the Northeast corner of Lot 7 per said Plat Book 1, Page 142; thence along North line of said Lot 7, N89°59'40"W, 190.04 feet to the West line of said Plat Book 1, Page 142; also being the East line of Plat Book 1, Page 158 of aforementioned public records; thence along said line N00°02'12"W, 15.00 feet to the Southwest corner of Lot 6 of aforementioned Plat Book 1, Page 142; thence along South lines of said Lots 6 and 5, S89°59'40"E, 190.03 feet to the POINT OF BEGINNING.

Containing 2,851 square feet or 0.07 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	- SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF S00°04'52"E FOR THE WEST RIGHT-OF-WAY LINE OF 2ND STREET WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 2,851 Sq. Ft. OR 0.07 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL APPLIED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4042 / Case RV.24.1519

Request to vacate a platted 15-foot wide alley that is located on property at 704 2nd St. W. (Parcel ID 3255300000)

Staff Contact: Greg DeLong; Asst. PCD Director

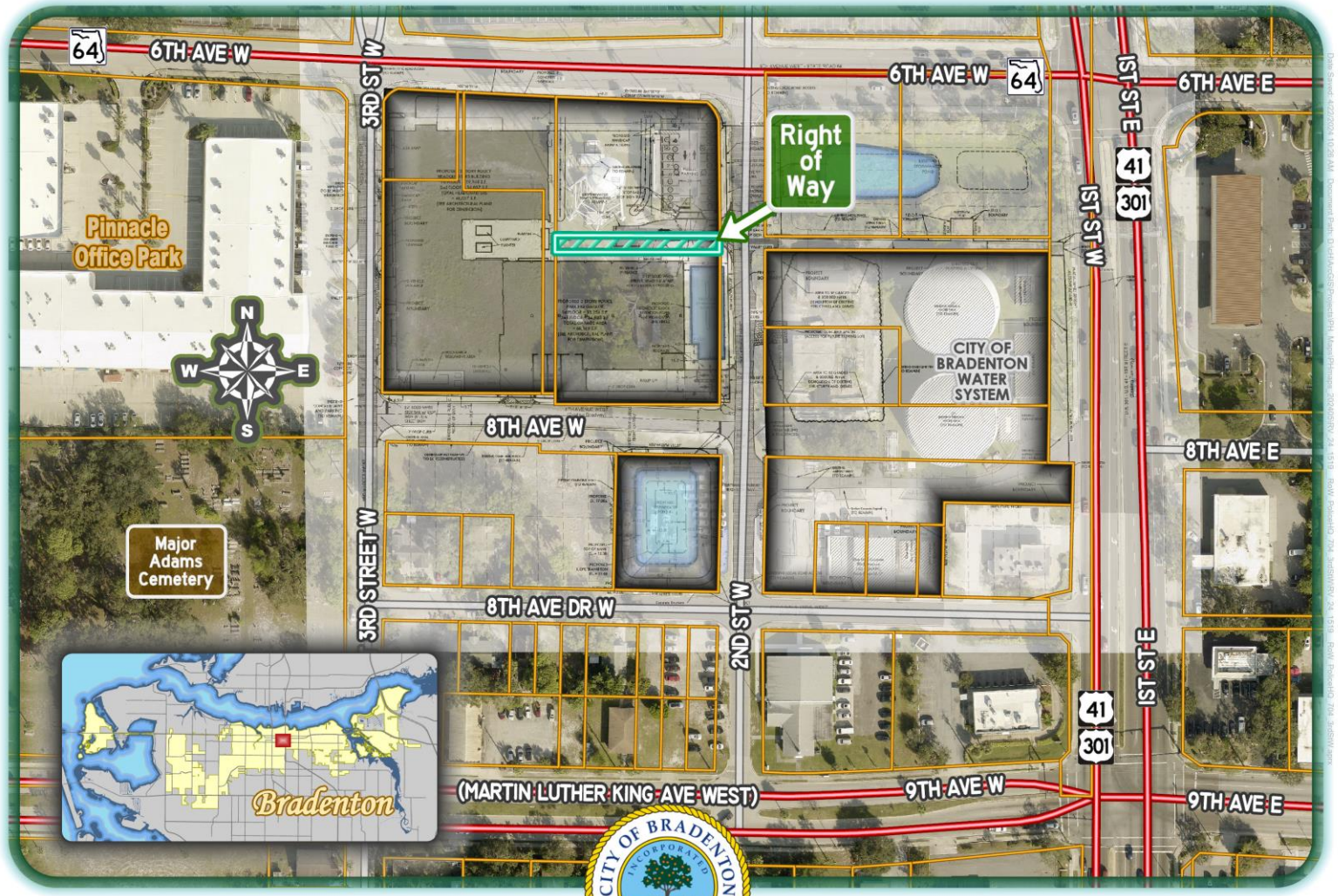
Case Information

- Applicant: City of Bradenton
- Address: 704 2nd St. W.
- Parcel ID: 3255300000
- Area Size: Approx. 2,851-sq. ft. (0.07 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Uses: Bradenton Public Works / Water System Facility
- Purpose: Permit construction of a new Police HQ complex

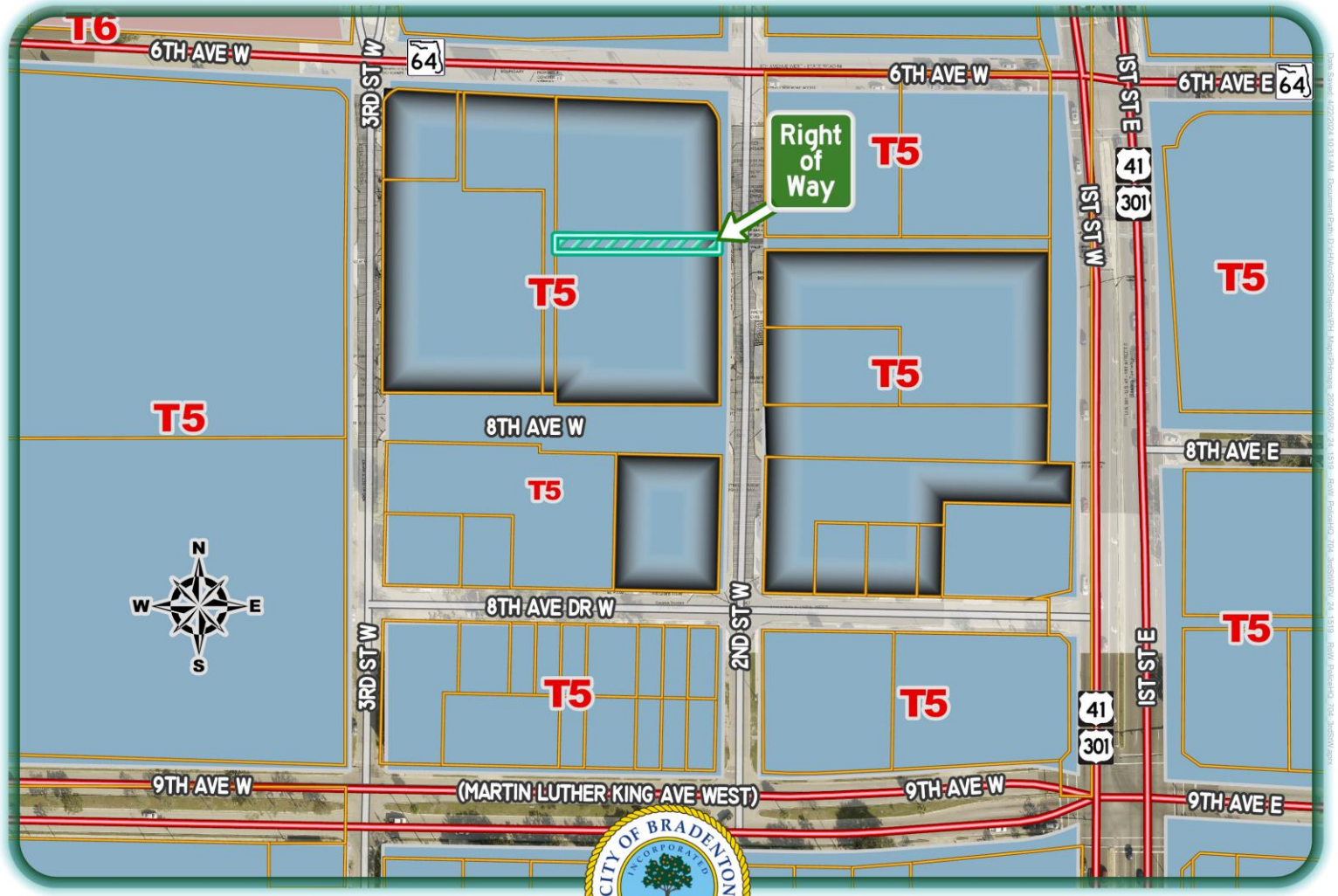
Request

- Vacate a platted 15-ft. wide right-of-way (alley) on property at 704 2nd St. W.
- Request is approximately 2,851-square feet in size (0.07 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- Property currently houses the City of Bradenton Public Works Department / Water System Facility and ancillary uses
- Utility companies have all signed off on the proposed request

Location Map



Zoning Map



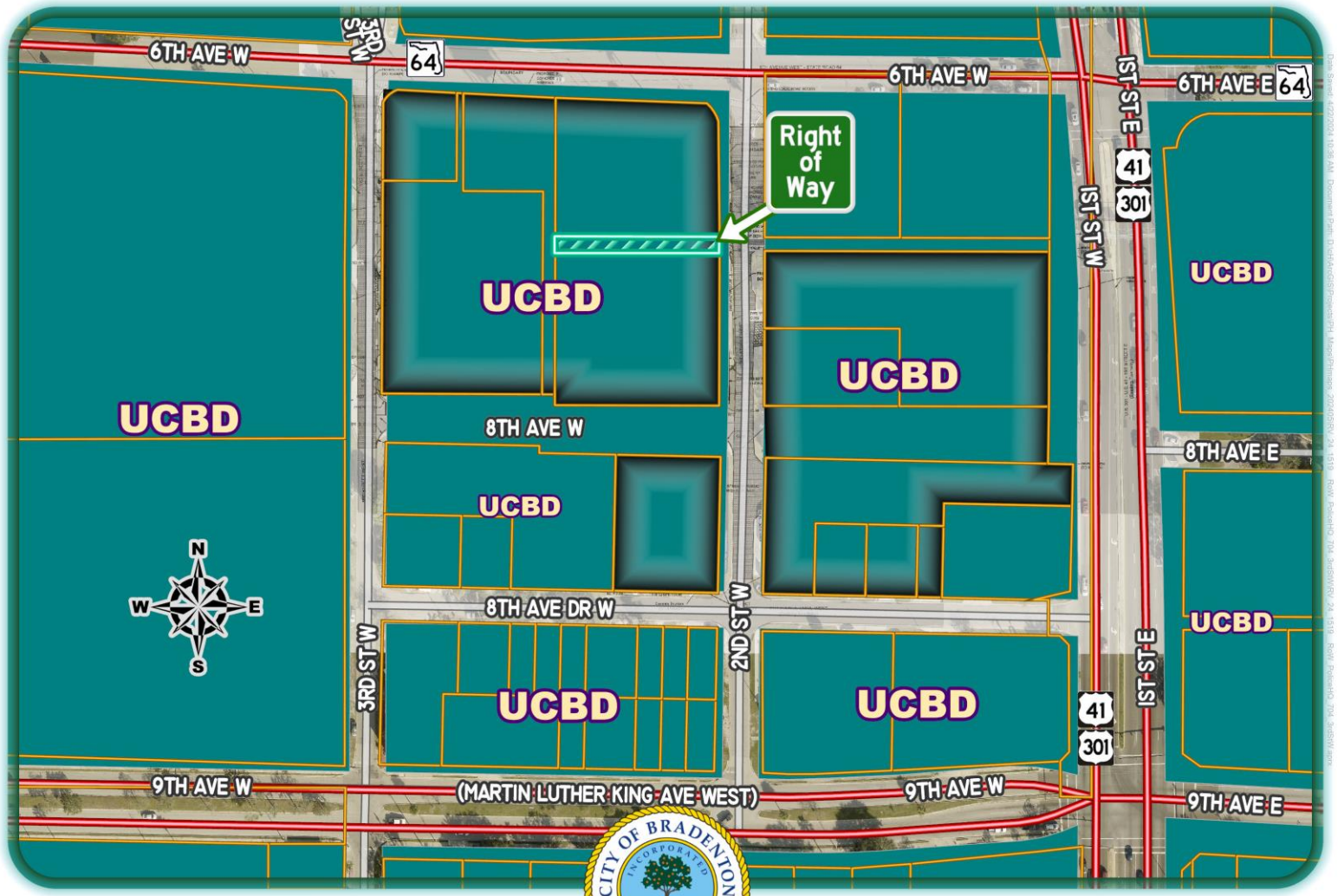
RV.24.1519 RoW Police HQ
owner: City of Bradenton
near 704 2nd St W
PID: near 3255300000

Bradenton Department of
Planning and Community Development

Zoning
0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Future Land Use Map



Survey Map – 704 2nd St. W.

704 2nd St. W.

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
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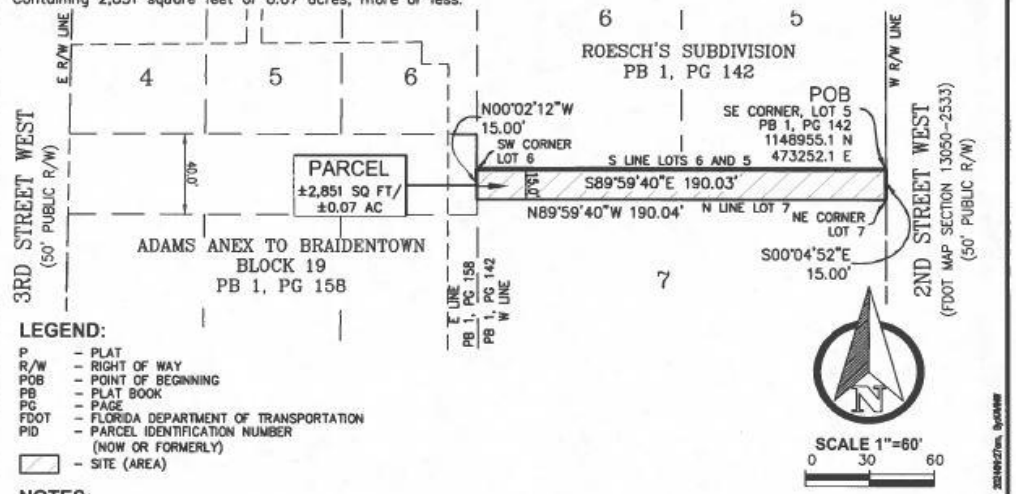

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3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
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DRAWN: MO DATE: 20240130

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ROESCH'S SUBDIVISION
PB 1, PG 142
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION OF PB 1, PG 142
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:30:16 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 704 2nd St. W.





Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4042, Case RV.24.1519

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4042, Case RV.24.1519 (vote 6-0)

AGENDA ITEM NO. 9.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4046 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to approve Ordinance 4046.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street). The area of vacation is approximately

927-sq. ft. or 0.02 acres in size and lies directly north of 800 2nd Street West.

The applicant is requesting the vacation in order to clear the area of unused right-of-way and to delineate property for future construction of a new Police Headquarters Complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Ordinance 4046.

ATTACHMENTS:
Ordinance 4046
Application - Ordinance 4046, Case RV.24.1687
Staff Report - Ordinance 4046, Case RV.24.1687
Presentation - Ordinance 4046, Case RV.24.1687

Ordinance No. 4046

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING AN 8-FOOT WIDE PORTION OF 8TH AVENUE WEST (SOUTH STREET) AS SHOWN ON THE PLAT OF BLACK BEAR PARK SUBDIVISION, RECORDED IN BOOK 1, PAGE 283, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED SOUTH OF MANATEE AVENUE WEST, EAST OF 3RD STREET WEST, NORTH OF 8TH AVENUE DRIVE WEST AND WEST OF 2ND STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City of Bradenton (the "Applicant" or "Property Owner"), owns property located at 800 2nd Street West, Bradenton, FL 34205, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant has filed an application to vacate an 8-foot-wide portion of 8th Avenue West (South Street), as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of that certain 8 foot wide portion of 8th Avenue West (South Street) as shown on the Black Bear Park Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way and finds that they meet the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of right-of-way is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said right-of-way is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Right-of-Way. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" and attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of
such conflict.

Section 5. Severability. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 12, 2024
PUBLICATION DATE	July 12, 2024
SECOND READING	July 24, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 24TH DAY OF JULY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

Exhibit "A"

Property Legal Description

LOTS 1,2,3,4,23,24,25,26 BLK A BLACK BEAR PARK PI#32560.0000/

Exhibit "B"

Property to be Vacated

705 3rd St. W-B

ZNS ENGINEERING
Land Planning | Engineering | Surveying | Landscape Architecture
EB 0027476 | LB 0006982 | LC 0000365

EXHIBIT A

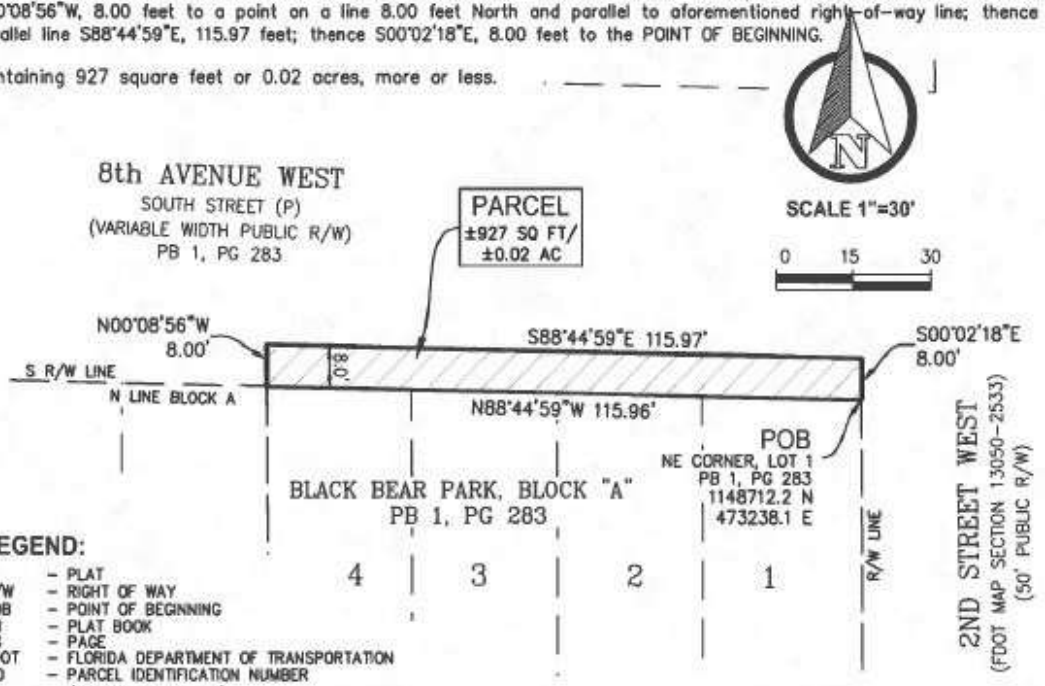
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	- PLAT
R/W	- RIGHT OF WAY
POB	- POINT OF BEGINNING
PB	- PLAT BOOK
PG	- PAGE
FDOT	- FLORIDA DEPARTMENT OF TRANSPORTATION
PID	- PARCEL IDENTIFICATION NUMBER
	(NOW OR FORMERLY)
	- SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

RECEIVED
By Isabell Salazar at 12:01 pm, Apr 18, 2024

1527

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION

Name of Property Owner: City of Bradenton / Rob Perry, City Administrator

Owner Address: 101 Old Main St. W., Bradenton, FL 34205-7865 Telephone: 941-708-6300

Name of Agent: Same

Agent Address: _____ Telephone: _____

Owner/Agent Email: jean.totti@bradnetonFL.gov

REQUIRED

PROPERTY INFORMATION

Property Address: 705 3rd. Street West, Bradenton, FL 34205

Parcel ID: 3267500001 Acreage: 0.18

Zoning District: T5 *click to view Zoning map

Future Land Use: Urban Center *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: _____ *click to view Neighborhoods map

REQUIRED

Indicate Type of Vacation Requested: Right-of-Way (Easement)

REQUIRED

MATERIALS FOR REVIEW

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

REQUIRED

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Signature of Owner/Applicant _____ Date 4/16/24

REQUIRED

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 241687

CITY STAFF ONLY

CITY COUNCIL: _____

PLANNING COMMISSION: _____

DRC: _____

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

- ☐ City of Bradenton
  Public Works & Utilities
  Jim McLellan, Director
  1411 9th Street West Bradenton, FL 34205
  941.708.6300

- ☐ Florida Power and Light
  Greg Coker
  1253 12th Ave. E. Palmetto, FL 34221
  813.422.8232

- ☐ Frontier Communications
  Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
  1280 Cleveland Street, Clearwater, FL 33755
  941.266.9218

- ☐ Spectrum Communication
  Alex Fleming, Field Eng.
  5413 East State Road 64 Bradenton, FL 34203
  941.737.1352

- ☐ Comcast Cable
  Paul Brown, Manager, Construction SWFL
  PO Box 1178. Sarasota, FL 34230
  941.914.7844

- ☐ Teco/Peoples Gas
  Alex Mcfarlane, Gas Design Tech
  Rep. 8261 Vico Ct. Sarasota, FL 34240
  813.275.3762

1529

705 3rd St. W-B

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
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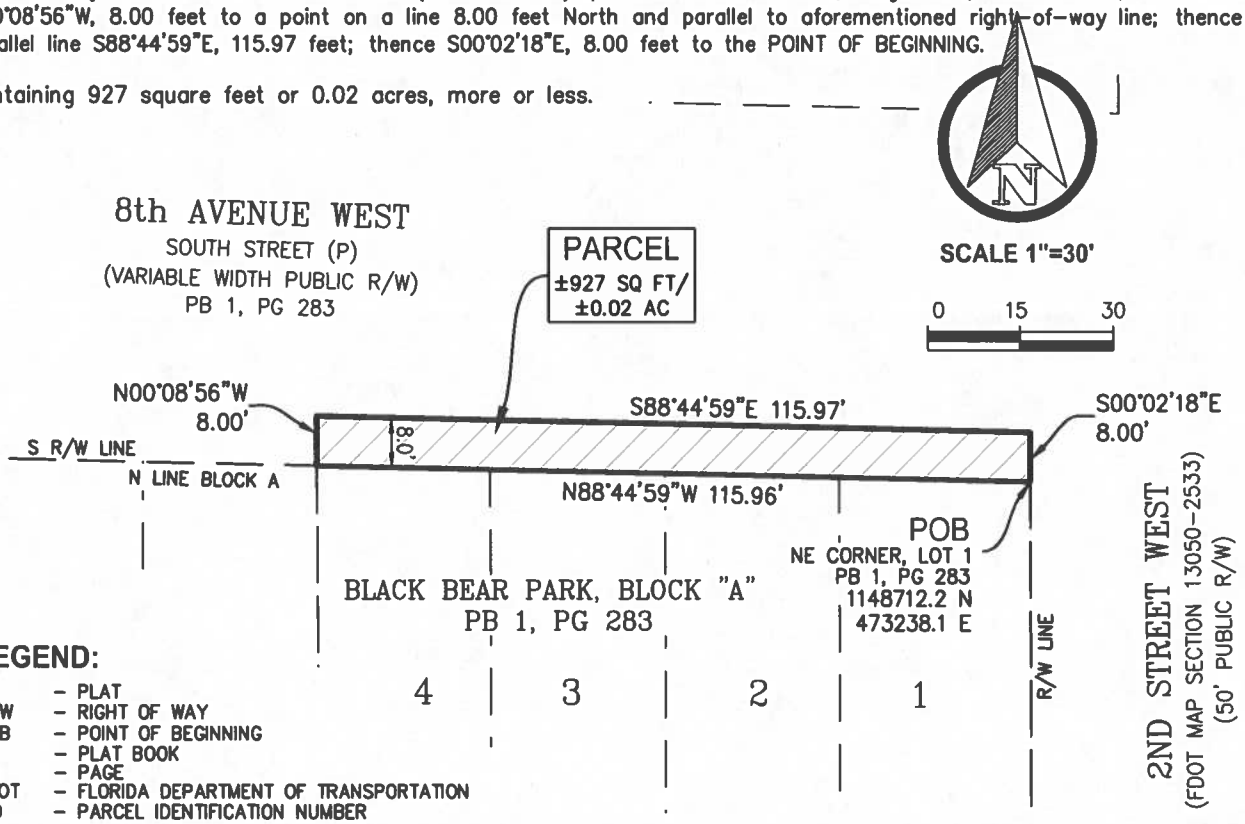

LEGEND:

P	– PLAT
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DRAWN: MO DATE: 20240130

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BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
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Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

T:_2023\45461 BPD\Sketch & Descriptions\45461 BPD SBD.dwg, Plot Date: Feb 09, 2024@9:28am, By:KWilmott

705 3rd. Street W-A
705 3rd. Street W-B
704 2nd. Street W
8th. Ave. W
Proposed ROW Vacation (x3)
Can this parking be within the ROW? If not, can it be changed to perpendicular parking directly from 2nd St. W consistent with existing spaces to the north
BOUNDARY/RIGHT-OF-WAY WORKSHEET
FOR
BRADENTON POLICE HEADQUARTERS
ZNS ENGINEERING

bradenton
The Friendly City

February 27, 2024

Michael Decroix
Charter Communications

Electronic Delivery:
michael.decroix@charter.com

re: 4 Right of Way Vacations

Dear Michael Decroix,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

James Fleming
Charter Communications

Electronic Delivery:
James.fleming1@charter.com

re: 4 Right of Way Vacations

Dear James Fleming,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mark Up Division
Charter Communications

Electronic Delivery:
DL-WCEN-FL-FDE-Markup@charter.com

re: 4 Right of Way Vacations

Dear Mark Up Division,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Thomas Mumea
Charter Communications

Electronic Delivery:
thomas.mumea@charter.com

re: 4 Right of Way Vacations

Dear Thomas Mumea,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Kevin Murphy
Comcast

Electronic Delivery:
kevin.murphy4@comcast.com

re: 4 Right of Way Vacations

Dear Kevin Murphy,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Julia Godwin
FDOT

Electronic Delivery:
julia.godwin@dot.state.fl.us

re: 4 Right of Way Vacations

Dear Julia Godwin,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Mike Singer
FDOT

Electronic Delivery:
mike.singer@swfwmd.state.fl.us

re: 4 Right of Way Vacations

Dear Mike Singer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Brian Garver
FPL

REVISED
Electronic Delivery:
brian.garver@fpl.com

re: 4 Right of Way Vacations

Dear Brian Garver,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Ray Vargas
FPL

Electronic Delivery:
ray.vargas.fpl.com

re: 4 Right of Way Vacations

Dear Ray Vargas,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

1540

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Joy Butler / Stanley Schaeffer
Manatee Sheriff Office

Electronic Delivery:
joy.butler@manateesheriff.com
stanley.schaeffer@manateesheriff.com

re: 4 Right of Way Vacations

Dear Joy Butler / Stanley Schaeffer,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Jamie Fones
Peace River

Electronic Delivery:
jamie.fones@preco.coop

re: 4 Right of Way Vacations

Dear Jamie Fones,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

David McClintock
Peace River

Electronic Delivery:
david.mcclintock@preco.coop

re: 4 Right of Way Vacations

Dear David McClintock,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

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Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

bradenton
The Friendly City

February 27, 2024

Alex McFarlane
Teco Gas

Electronic Delivery:
amcfarlane@tecoenergy.com

re: 4 Right of Way Vacations

Dear Alex McFarlane,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached survey. The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN="Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: Bradenton Police Headquarters Site- 215 6th Ave. West

Reviewing Agency: SPECTRUM/CHARTER Reviewed By: Patrick Pistner Digitally signed by Patrick Pistner DN: C=US, E=patrick.pistner@charter.com, O=SPECTRUM SUNSHINE LLC, OU="Spectrum ", CN=Patrick Pistner " Date: 2024.03.05 13:19:09-05'00' Date: 03/05/2024

1. Do you have facilities within the easement to be released?
   ( ) YES (X) NO
   COMMENTS: There is fiber servicing the cell tower but access to the cell tower will not be affected

2. Will subject Easement be needed in the future?
   ( ) YES (X) NO
   COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
   (X) YES ( ) NO
   Contact Person:
   Phone No.
   COMMENTS:

4. Do you object to this easement release?
   ( ) YES (X) NO
   COMMENTS:

Jean Totti

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Monday, March 4, 2024 12:23 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Hi Jean,

Comcast has no objections to the vacation of Right-of-Way requested herein. Please let me know if you have any questions.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

bradenton
The Friendly City

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Jean Totti

From: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Sent: Wednesday, March 13, 2024 9:57 AM
To: Jean Totti
Cc: Lake, Roxann; Bohde, Gregory; Godwin, Julia
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Jean,

Good morning. FDOT has no objection to the vacation request.

Thank you,

Cheryl Quick
Cheryl.quick@dot.state.fl.us
Right of Way Agent III
District One
Office (863) 519-2749

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:23 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Got it.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:17 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Jean,

Cheryl will research the locations and respond to the requests.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Wednesday, March 6, 2024 7:14 AM
To: Godwin, Julia <Julia.Godwin@dot.state.fl.us>; Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>
Subject: RE: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Julia, just to be clear. There's no objection to the vacation of these Rows?

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

---

From: Godwin, Julia <Julia.Godwin@dot.state.fl.us>
Sent: Wednesday, March 6, 2024 7:02 AM
To: Quick, Cheryl <Cheryl.Quick@dot.state.fl.us>
Cc: Lake, Roxann <Roxann.Lake@dot.state.fl.us>; Bohde, Gregory <Gregory.Bohde@dot.state.fl.us>; Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: [EXTERNAL] FW: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Good morning, Cheryl.

Please assign a PM log number and process the vacations attached as requested.

If you have any questions or concerns, please let me know.

Thank you.

Julia Godwin, CPM
julia.godwin@dot.state.fl.us
Property Management Administrator
FDOT - District One, Right of Way
801 North Broadway Avenue
Bartow, FL 33830
Office - (863) 519-2786
Cell - (863) 608-3850



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

EXTERNAL SENDER: Use caution with links and attachments.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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Jean Totti

From: Carlos Santos <Carlos.Santos@swfwmd.state.fl.us>
Sent: Wednesday, March 13, 2024 10:40 AM
To: Jean Totti
Cc: Mike Singer
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Good morning Jean,

We, the Land Resources Bureau of SWFWMD, have no objections to the proposed right of way vacations.

Thank you,
Carlos Santos
Real Estate Specialist
Land Resources Bureau
Southwest Florida Water Management District
2379 Broad Street
Brooksville, FL 34604
(352)269-3911
carlos.santos@swfwmd.state.fl.us

Southwest Florida Water Management District
WATERMATTERS.ORG · 1-800-423-1476

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Jean Totti

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Friday, March 8, 2024 4:06 PM
To: Jean Totti
Cc: Vargas, Ray
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)
Attachments: BPD-4RoW-FPL-vargas.pdf

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Good afternoon Jean,

FPL has no objection. No facilities are currently within the proposed ROW vacation areas.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com



Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI |M.Arch.-LEED AP|Construction Project Administrator|City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov

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2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/4/2024

Attn: Jean E. Totti, M.Arch.-LEED AP
Construction Project Administrator
City of Bradenton
1411 9th St W
Bradenton, FL 34205

RE: Vacations of Rights-of-Way – 215 6th Ave W, Bradenton, FL (Bradenton Police Headquarters)

Dear Jean,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

bradenton
The Friendly City

February 27, 2024

Stephen Waidley
Frontier

Electronic Delivery:
stephen.waidley@ftr.com

re: 4 Right of Way Vacations

Dear Stephen Waidley,

As part of its plans to construct new Bradenton Police Headquarters at 215 6th Ave. West in Bradenton, the City of Bradenton is seeking to vacate the portion of a Right-of-Way south of the property, as depicted on the attached surveys (4). The vacation is being sought in order to provide clear delineation of the property for the proposed new Bradenton Police Headquarters.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to jean.totti@bradentonFL.gov . A response must be received in 20 calendar days after mailing of this letter or March 18, 2024. The City will assume there is no objection if a response is not received by March 18, 2024.

Thank you for your assistance with this matter.

Sincerely,

Rob Perry
City Administrator

Jean Totti

From: Schaeffer, Stanley <Stanley.Schaeffer@manateesheriff.com>
Sent: Tuesday, March 5, 2024 3:16 PM
To: Jean Totti
Subject: [EXTERNAL] RE: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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MCSO has no objections.
Thank you
Major Schaeffer
Manatee County Sheriff's Office

From: Jean Totti <Jean.Totti@bradentonFL.gov>
Sent: Monday, March 4, 2024 11:49 AM
To: Jean Totti <Jean.Totti@bradentonFL.gov>
Subject: Bradenton Police Headquarters Site- 215 6th Ave. West- Right of Way Vacations (4)

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Utilize the Phishing Button in Outlook to report suspected phishing emails.

Please see attached letters for consultation on the right of way vacations.

Response is DUE to the City of Bradenton by March 18, 2024.

Thank you,

JEAN E. TOTTI | M.Arch.-LEED AP | Construction Project Administrator | City of Bradenton
1411 9th Street West | Bradenton FL 34205 | 727.420.7832 I ☎ 941.462.1999 I jean.totti@bradentonFL.gov



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Please note: Florida has very broad public records laws. Most written communications to or from the Manatee County Sheriff's Office are public records available to the public upon request. Your e-mail, including your e-mail address, may be subject to public disclosure.

3/5/2024

RE: 215 6th Ave W, Bradenton, FL, 34205

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed Vacation at 6321 16th Ave Dr W

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619



City of Bradenton
Planning and Community Development Department
City Council Public Hearing
July 24, 2024

Staff Report

Ordinance No.: 4046
Case No.: RV.24.1687
Applicant: City of Bradenton
Address: 800 2nd Street West
Location: South of Manatee Ave. W., East of 3rd St. W., North of 8th Ave. Dr. W., and West of 2nd St. W.
Current Zoning: T5 (Urban Center Transect District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The City of Bradenton, applicant/owner, has submitted a right-of-way vacation application requesting to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street). The area of vacation is approximately 927-sq. ft. or 0.02 acres in size and lies directly north of 800 2nd Street West.

The applicant is requesting the vacation in order clear the area of unused right-of-way and to delineate property for future construction of a new Police Headquarters Complex.

During a site visit to the area, it was noted that 8th Avenue West is unimproved with a no curbs, gutters or a storm system in place and the surface consists of primarily sand and rock. It was also noted that the proposed vacation does not appear to negatively impact traffic patterns on the subject road network.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way are no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 ***Vacation of public rights-of-way or public easements.*** The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 ***Application.*** Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 ***Public Notice.*** shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 ***Review of Application.*** The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission

shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 ***Approval/Denial.***

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 ***Public Recording.*** The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4046, Case RV.24.1687.

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4046, Case RV.24.1687 (vote 6-0).

Respectfully submitted,



Gregory J. DeLong
Assistant Director of Planning & Community Development

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

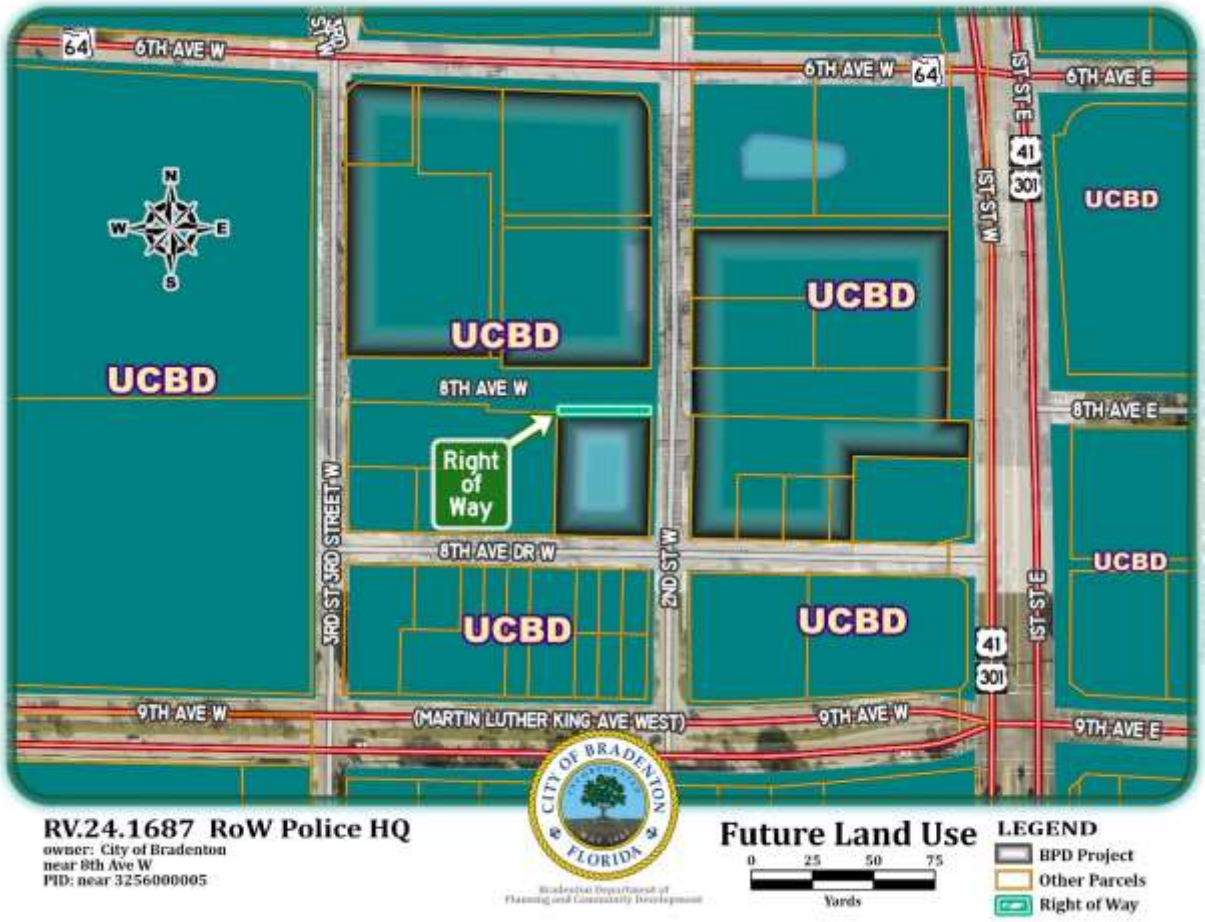
Exhibit C: Zoning Map

Exhibit D: Sketch of Description – Right-of-Way

Exhibit "A"


6TH AVE W
3RD ST W
6TH AVE W
64
1ST ST E
6TH AVE E
41
301
1ST ST W
Pinnacle Office Park
N
W
E
S
CITY OF BRADENTON WATER SYSTEM
8TH AVE W
Right of Way
8TH AVE E
Major Adams Cemetery
3RD STREET W
8TH AVE DR W
2ND ST W
1ST ST E
Bradenton
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON FLORIDA
Location
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "B"


64
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9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON FLORIDA
Future Land Use
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "C"


6TH AVE W
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6TH AVE W
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RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON FLORIDA
Zoning
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Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Exhibit "D"

705 3rd St. W-B

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

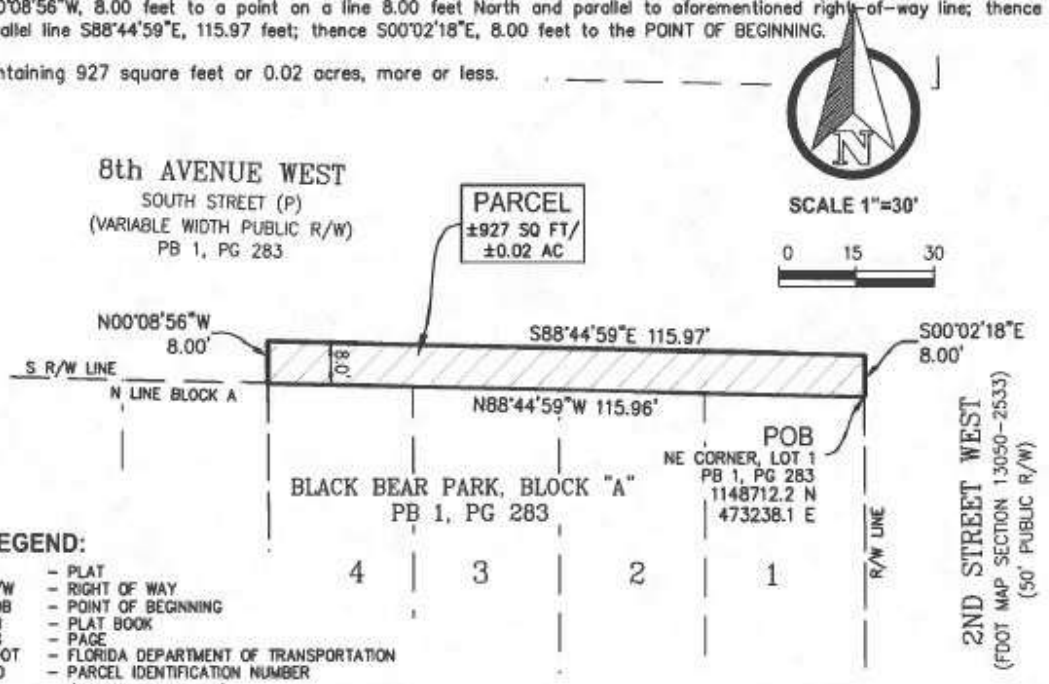
CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

Begin at the Northeast corner of Lot 1, BLOCK A, BLACK BEAR PARK SUBDIVISION, as described in the Plat Book 1, Page 283, as recorded in the public records of Manatee County, Florida; thence along the North line of said Block A, also being the South right-of-way line of 8th Avenue West (South Street) per said Plat Book 1, Page 283, N88°44'59"W, 115.96 feet; thence N00°08'56"W, 8.00 feet to a point on a line 8.00 feet North and parallel to aforementioned right-of-way line; thence along said parallel line S88°44'59"E, 115.97 feet; thence S00°02'18"E, 8.00 feet to the POINT OF BEGINNING.

Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
POB	–	POINT OF BEGINNING
PB	–	PLAT BOOK
PG	–	PAGE
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	–	SITE (AREA)

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N88°44'59"W FOR THE SOUTH RIGHT-OF-WAY LINE OF 8TH AVENUE WEST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 927 Sq. Ft. OR 0.02 Ac., MORE OR LESS.

DRAWN: MO DATE: 20240130

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BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL OR FIXED.

Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

City Council
July 24, 2024

Ordinance 4046 / Case RV.24.1687

Request to vacate an 8-foot-wide parcel of land being a southern portion of 8th Avenue West (South Street)

Staff Contact: Greg DeLong; Asst. PCD Director

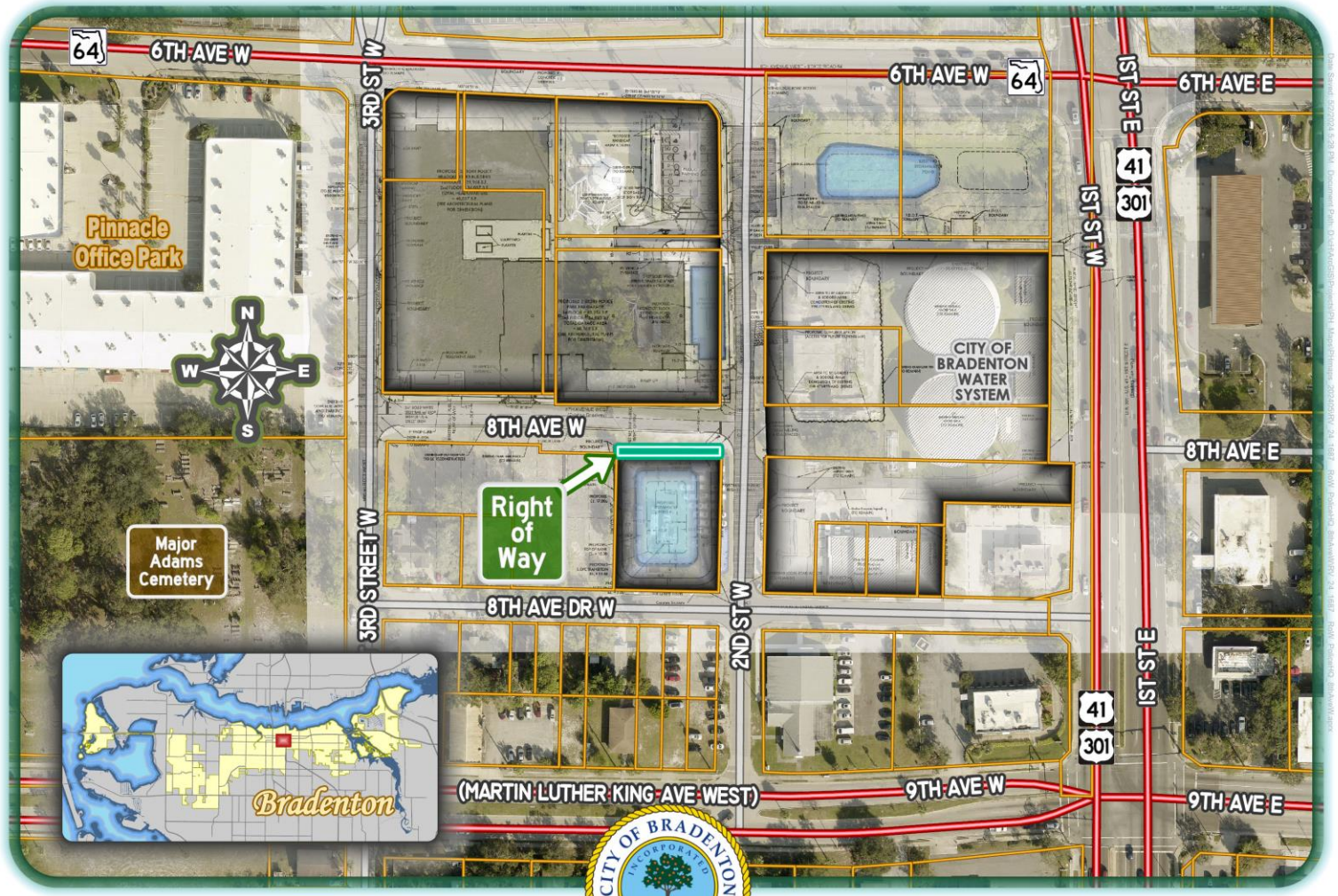
Case Information

- Applicant: City of Bradenton
- Address: 800 2nd St. W.
- General Location: South of Manatee Ave. W., East of 3rd St. W., North of 8th Ave. Dr. W., and West of 2nd St. W.
- Area Size: Approx. 927-sq. ft. (0.02 acres)
- Current Zoning: T5 (Urban Center Transect District)
- FLUM Zoning: UCBD (Urban Central Business District)
- Flood Zone: X
- Existing Use: Unimproved Street
- Purpose: Permit construction of a new Police HQ complex

Request

- Vacate an 8-ft. wide parcel along the southern portion of 8th Ave. W. (South Street)
- Request is approximately 927-square feet in size (0.02 acres)
- Purpose of vacation is to delineate property for future construction of a new Police HQ complex
- 8th Ave. W., is currently unimproved (no curb/gutter/storm system with a sand/rock surface)
- Request does not appear to negatively impact traffic patterns on the subject road network
- Utility companies have all signed off on the proposed request

Location Map



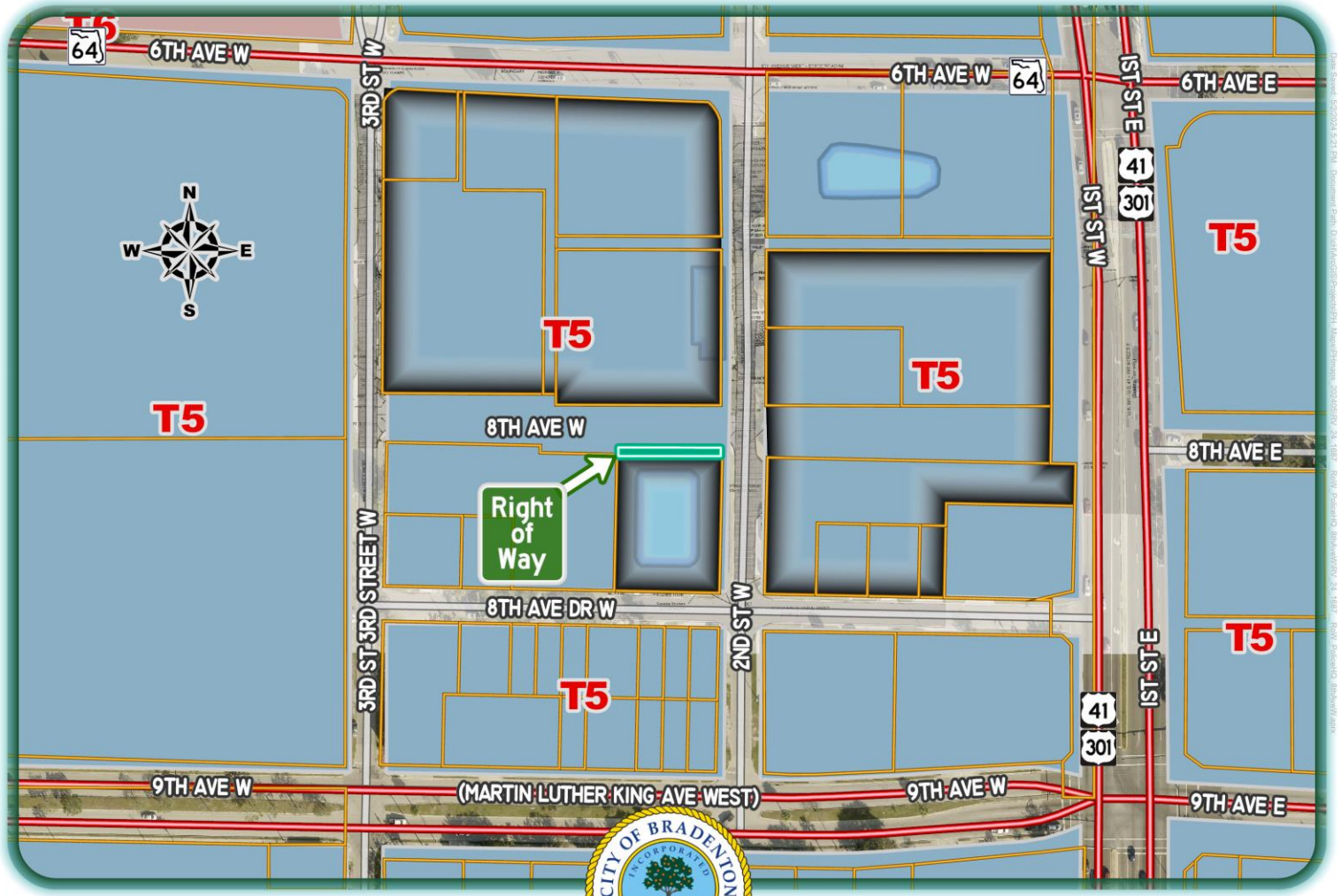
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005

Bradenton Department of Planning and Community Development

Location
0 25 50 75
Yards

LEGEND
- BPD Project
- Other Parcels
- Right of Way

Zoning Map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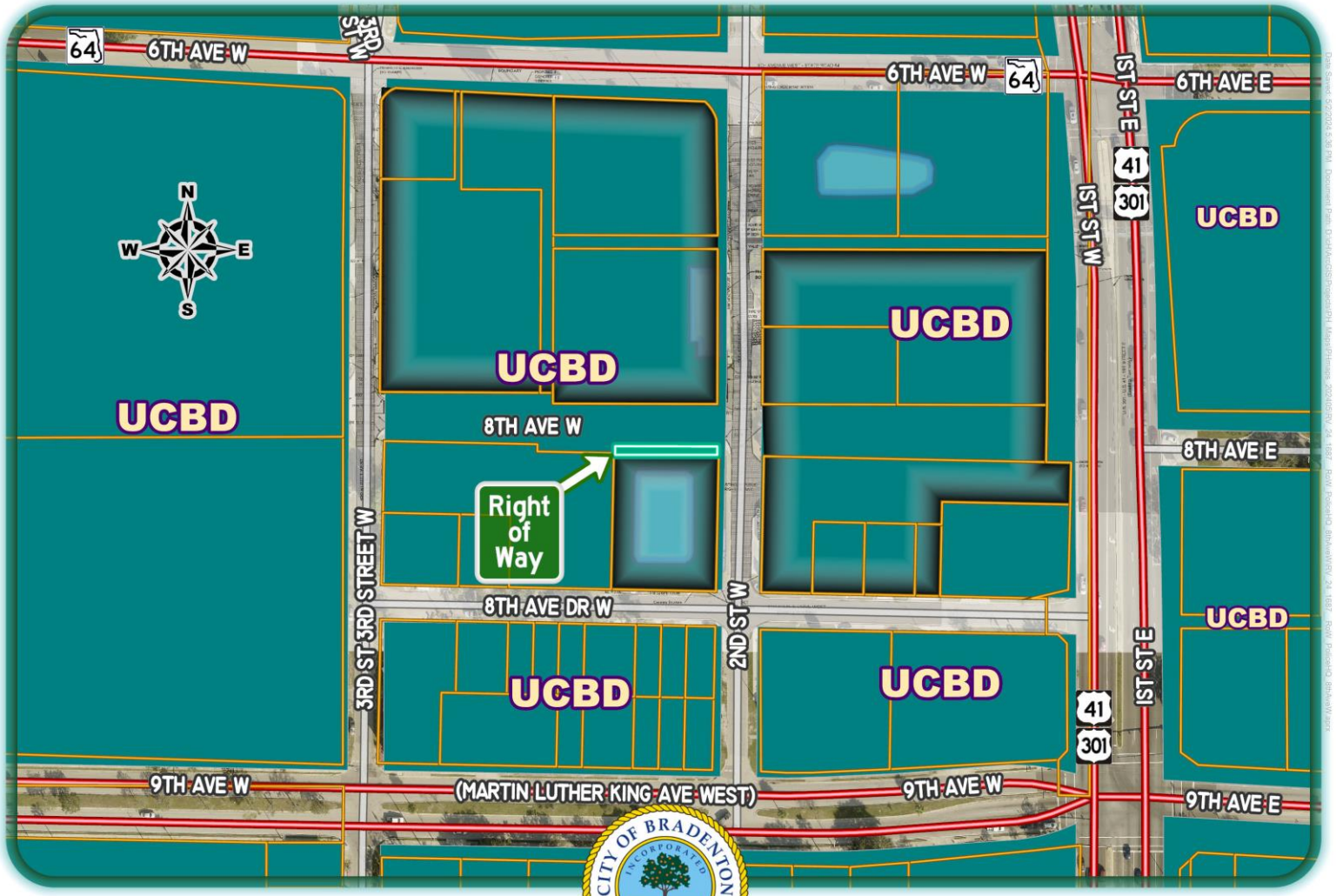
9TH AVE W
(MARTIN LUTHER KING AVE WEST)
9TH AVE W
9TH AVE E
RV.24.1687 RoW Police HQ
owner: City of Bradenton
near 8th Ave W
PID: near 3256000005
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 25 50 75
Yards
LEGEND
BPD Project
Other Parcels
Right of Way

Future Land Use Map



Survey Map – 8th Ave. W.

705 3rd St. W-B

ZNS ENGINEERING
Land Planning | Engineering LB 0027676 | Surveying LB 0006982 | Landscape Architecture LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A 8 feet wide parcel of land being a portion 8th Avenue, South Street per Plat Book 1, Page 283, lying and being in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, more particularly described as follows:

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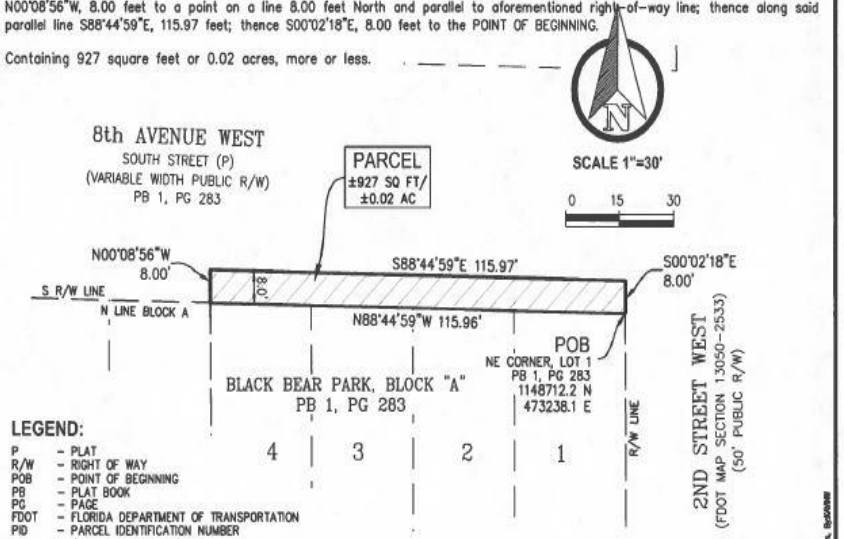
Containing 927 square feet or 0.02 acres, more or less.



LEGEND:

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R/W – RIGHT OF WAY
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DRAWN: MO DATE: 20240130

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BLACK BEAR PARK, BLOCK "A"
PB 1, PG 283
MANATEE COUNTY, FLORIDA

SKETCH & DESCRIPTION
OF
A PORTION PB 1, PG 283
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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Kavin Wilmott
c=US, st=Florida, l=Bradenton, o=ZNS Engineering, LC, cn=Kavin Wilmott, email=kavinw@znseng.com
2024.02.09 09:31:56 -05'00'

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

SHEET 1 OF 1

Existing Conditions – 8th Ave. W.





Existing Conditions – 8th Ave. W.



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Recommendation

Based on staff's review of Section 2.2.7 of the Land Use Regulations, which establishes the criteria for the vacation of a public right-of-way or easement, staff recommends **Approval** of Ordinance 4046 / Case RV.24.1687

Planning Commission met on May 15, 2024, and recommended to City Council **Approval** of Ordinance 4046, Case RV.24.1687 (vote 6-0)

AGENDA ITEM NO. 9.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Police

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4047 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, RELATED TO ALCOHOLIC BEVERAGES; AMENDING SECTION 6-1 TO ADD DEFINITIONS; AMENDING SECTION 6-2 TO PROHIBIT ALCOHOLIC BEVERAGES FROM BEING SOLD, CONSUMED, OR SERVED, OR PERMITTED TO BE SERVED OR CONSUMED IN ANY ESTABLISHMENT BETWEEN THE HOURS OF 12:00 A.M. AND 7:30 A.M.; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ANY ESTABLISHMENT LICENSED UNDER THE STATE BEVERAGE LAWS THAT DESIRES TO REMAIN OPEN FOR THE PURPOSE OF SALE, SERVICE, OR CONSUMPTION BETWEEN THE HOURS OF 12:00 A.M. AND 2:30 A.M. TO APPLY FOR AN AFTER MIDNIGHT PERMIT; ADDING PROVISIONS FOR THE APPLICATION REQUIREMENTS AND FEE; PROVIDING FOR REGULATIONS RELATING TO THE AFTER MIDNIGHT PERMIT; PROVIDING FOR CONDITIONS TO BE IMPOSED ON THE AFTER MIDNIGHT PERMIT; PROVIDING FOR SUSPENSION AND REVOCATION OF THE AFTER MIDNIGHT PERMIT; PROVIDING FOR THE APPOINTMENT OF A HEARING OFFICER TO RULE ON SUSPENSION AND REVOCATION OF AFTER MIDNIGHT PERMITS; PROVIDING FOR ENFORCEMENT; AMENDING CHAPTER 6, TO ADD A NEW SECTION 6-7 ESTABLISHING EVIDENCE OF PROSECUTION OF VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR

AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing is scheduled for August 14, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
There has recently been an increase in criminal and violent activity occurring after midnight at establishments within the City of Bradenton as well as an increase in other issues related to public safety and crowd control. The City of Bradenton has found a disproportionate amount of resources are being allocated to establishments within the City to combat the increase in violent and criminal activity that has occurred after midnight.

The City of Bradenton has determined that the proposed amendments are necessary or helpful to protect public health, safety, and welfare. Ordinance 4047 will also set forth instructions on how establishments may apply for an After Midnight Permit, public safety measures, and the violation process with the City of Bradenton.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing is scheduled for August 14, 2024.

ATTACHMENTS:
Ordinance 4047

ORDINANCE NO. 4047

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, RELATED TO ALCOHOLIC BEVERAGES; AMENDING SECTION 6-1 TO ADD DEFINITIONS; AMENDING SECTION 6-2 TO PROHIBIT ALCOHOLIC BEVERAGES FROM BEING SOLD, CONSUMED, OR SERVED, OR PERMITTED TO BE SERVED OR CONSUMED IN ANY ESTABLISHMENT BETWEEN THE HOURS OF 12:00 A.M. AND 7:30 A.M.; PROVIDING FOR EXEMPTIONS; PROVIDING FOR ANY ESTABLISHMENT LICENSED UNDER THE STATE BEVERAGE LAWS THAT DESIRES TO REMAIN OPEN FOR THE PURPOSE OF SALE, SERVICE, OR CONSUMPTION BETWEEN THE HOURS OF 12:00 A.M. AND 2:30 A.M. TO APPLY FOR AN AFTER MIDNIGHT PERMIT; ADDING PROVISIONS FOR THE APPLICATION REQUIREMENTS AND FEE; PROVIDING FOR REGULATIONS RELATING TO THE AFTER MIDNIGHT PERMIT; PROVIDING FOR CONDITIONS TO BE IMPOSED ON THE AFTER MIDNIGHT PERMIT; PROVIDING FOR SUSPENSION AND REVOCATION OF THE AFTER MIDNIGHT PERMIT; PROVIDING FOR THE APPOINTMENT OF A HEARING OFFICER TO RULE ON SUSPENSION AND REVOCATION OF AFTER MIDNIGHT PERMITS; PROVIDING FOR ENFORCEMENT; AMENDING CHAPTER 6, TO ADD A NEW SECTION 6-7 ESTABLISHING EVIDENCE OF PROSECUTION OF VIOLATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 562.14, Florida Statutes, no alcoholic beverages may be sold, consumed, served, or permitted to be served or consumed in any place holding a license under the division of Alcoholic Beverages and Tobacco between the hours of midnight and 7:00 a.m., unless otherwise provided by municipal ordinance; and

WHEREAS, the City of Bradenton previously enacted Section 6-2 of the City Code, which, inter alia, extended the hours that alcoholic beverages were permitted to be sold, consumed, served, and permitted to be served or consumed in places holding such license, from midnight to 2:30 a.m.; and

WHEREAS, after there has recently been an increase in criminal and violent activity occurring after midnight at establishments within the City of Bradenton as well as an increase in other issues related to public safety and crowd control; and

WHEREAS, the City of Bradenton has found a disproportionate amount of resources are being allocated to establishments within the City of Bradenton to combat the increase in violent and criminal activity that has occurred after midnight; and

WHEREAS, pursuant to Section 562.14, Florida Statutes, the City of Bradenton has determined additional parameters are required to be in place to preserve public safety and better balance resources city-wide, while allowing the sale of alcoholic beverages between the hours of midnight and 2:30 a.m.; and

WHEREAS, the City of Bradenton City Council has determined that the proposed amendments are necessary or helpful to protect public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. Section 6-1 shall be amended to add the following definitions in alphabetical order within the existing terms:

After Midnight Permit shall mean a permit applied for by and granted to an Establishment which allows it to remain open for the purpose of sale, service, or consumption of alcoholic beverages between the hours of 12:00a.m. and 2:30a.m.

Establishment shall mean any person, place or entity within the City of Bradenton, that is licensed under the state beverage laws and whose principal business is the sale, service, or consumption of alcoholic beverages. The term establishment shall include all owners of the establishment, and if the establishment is owned by a club or corporate entity, shall include the officers of said club or corporate entity.

Sale shall mean the delivery of an alcoholic beverage to any person during prohibited hours regardless of whether payment therefore is made at some other time.

B. Section 6-2 shall be amended as follows:

Sec. 6-2 - Hours of sale and consumption.

~~No alcoholic beverages may be sold, consumed, served or permitted to be served or permitted to be consumed in any place of establishment licensed by~~

~~the state or by the city for the sale of alcoholic beverages between the hours of 2:30 a.m. and 7:00 a.m.~~

Except as otherwise provided in this section, no alcoholic beverages shall be sold, consumed, or served, or permitted to be served or consumed in an Establishment in any manner between the hours of 12:00 a.m. and 7:30 a.m.

Notwithstanding the above, alcoholic beverages may be sold, consumed, or served, or permitted to be served or consumed in an Establishment between the hours of 12:00 a.m. and 2:30 a.m. if permitted in accordance with this section or exempted from such requirements by this section.

(a) *Exemptions*. The following exemptions shall apply to this section:

(1) Alcoholic beverages may be sold for consumption off premises in any place holding a license from the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, Bureau of Licensing, which license permits package sale of alcoholic beverages by the licensee for consumption off the premises of the license, but only between the hours of 7:30 a.m. and 2:30 a.m.

(2) Civic auditoriums and sports arenas, as defined by Chapter 159, Florida Statutes, public lodging establishments regulated by Chapter 509, Florida Statutes, and motion picture theaters, as defined by Chapter 540, Florida Statutes, are exempt from the requirement to obtain an After Midnight Permit so long as their principal business is not the sale, service, or consumption of alcoholic beverages.

(3) The City streets, sidewalks, or alleys, and events taking place on such streets, sidewalks or alleys, may be exempted from the requirement to obtain an After Midnight Permit if authorized by the Chief of Police or pursuant to a community event permit issues under Section 6-4.

(b) *After Midnight Permit Required*. An Establishment that desires to remain open for the purpose of sale, service, or consumption of alcoholic beverages between the hours of 12:00 a.m. and 2:30 a.m., may make application with the City for an After Midnight Permit. No After Midnight Permit may be issued to an Establishment that has any outstanding obligations to the City, including but not limited to any code violations or liens.

(c) *Application Form*. The application form for an After Midnight Permit shall be provided by the City and shall require information about the Establishment, including, though not exclusively, the name and address of the Establishment, the name(s) and address(es) of the owner(s) of the

Establishment and the property on which the Establishment is located, the name(s) of the responsible person(s), the maximum occupancy of the Establishment, the amount of required parking, if any, the type of alcohol license possessed by the Establishment, and the name and address where notices related to enforcement of this section are to be mailed or delivered. After Midnight Permit holders are required to amend their application that is on file with the City within ten (10) days of any change in the information set forth on the application form.

(d) *After Midnight Permit Application Fee*. Prior to the issuance of a new or renewal After Midnight Permit under this section, the applicant shall be required to pay a fee as established by resolution of the City Council. The application fee will be utilized to reimburse the City for its costs to administer the After Midnight Permit program, as well as inspecting and regulating the use that has been authorized under the After Midnight Permit.

(e) *Public Safety Measures.*

(1) *Police Protection and Security*. The Chief of Police shall determine whether and to what extent state-licensed private security or police protection is reasonably necessary inside and outside of Establishments granted After Midnight Permits for the purpose of traffic control and public safety. The Chief of Police shall base this decision on the occupancy, type of alcohol license, traffic control, history of violent incidents that have previously occurred at or were related to the Establishment, and any other factor reasonably related to public safety. If such police protection or security is deemed necessary by the Chief of Police, the City will inform the After Midnight Permit applicant, specifying the number of state-licensed security that are necessary to be placed inside the Establishment, the number of police officers that are necessary to be placed outside of the Establishment and the number, and the particular time and days that such state-licensed security or police officers are required. The applicant shall secure the police protection or state-licensed private security deemed necessary by the Chief of Police at the sole expense of the applicant.

(2) *Weapons Detection System*. The Chief of Police shall determine whether and to what extent a weapons detection system, e.g., metal detectors, are reasonably necessary within the Establishment. The Chief of Police shall base this decision on the occupancy, type of alcohol license, history of violent incidents that have previously occurred at or were related to the Establishment, and any other factor reasonably related to public safety. If a weapons detection system is deemed necessary by the Chief of Police, the City will inform the applicant of the minimum requirements and quantity of weapons detectors needed, the

necessary detection abilities of the system, and the particular days and times that the system is required to be used.

Each patron who enters the Establishment without being checked by the weapons detection system as required by their After Midnight Permit shall be considered a separate violation of the terms of the After Midnight Permit.

(3) *Identification Scanners*. The Chief of Police shall determine whether and to what extent identification (ID) scanners are reasonably necessary within the Establishment. The Chief of Police shall base this decision on the occupancy, type of alcohol license, history of underage drinking at the establishment, history of violent incidents that have previously occurred at or were related to the Establishment, and any other factor reasonably related to public safety.

If ID scanners are deemed necessary by the Chief of Police, the City will inform the applicant of the minimum requirements and quantity of ID scanners needed, and the particular days and times that ID scanners are required to be used.

Each patron who enters the Establishment whose ID is not scanned as required by the After Midnight Permit shall be considered a separate violation of the terms of the After Midnight Permit.

(4) *Occupancy Load Monitoring*. Each Establishment shall employ a verifiable occupancy load monitoring system within the Establishment and keep a count of all individuals within the Establishment between 10:00 p.m. and the time of closing. Such count must be readily provided to any officer of the City acting in their official capacity by the Establishment upon request.

(f) *After Midnight Permit Review*. The City Administrator, or his or her designee, will review the After Midnight Permit application and, if the application is complete, an After Midnight Permit shall be issued to the Establishment, subject to the conditions of the After Midnight Permit, as well as the provisions of this section and applicable laws, rules, and regulations.

(g) *Conditions of After Midnight Permit*. Each Establishment must abide by all reasonable conditions placed upon the After Midnight Permit, including, but not limited to the public safety measures outlined in this section, and any requirements associated with the Establishment's retail beverage license and Chapter 562, Florida Statutes. Conditions may be placed upon the After Midnight Permit at the time of initial After Midnight Permit review or upon any renewal.

(h) *Display of Decal*. Upon the issuance of an After Midnight Permit under this section, the City shall also issue a decal to the Establishment indicating the Establishment's hours of operation, occupancy, and the expiration of the After Midnight Permit. Such decal shall be conspicuously displayed at or about the primary place of ingress of the Establishment in a fashion that is visible from outside the Establishment.

(i) *After Midnight Permit Effective Term*. Once issued an After Midnight Permit is effective for a 12-month term, unless revoked or suspended as provided herein, or in the event the Establishment ceases to operate at the After Midnight Permit location. Each After Midnight Permit issued under this section must be renewed annually. In addition, within ten (10) days after a change in ownership or a change in location of the Establishment during the term, the Establishment must submit a new application for an After Midnight Permit.

(j) *No Right to After Midnight Permit*. The ability to sell, offer for sale, provide for service, or permit to be served or consumed upon the premises of any establishment, any alcoholic beverage between the hours of 12:00 a.m. (midnight) and 2:30 a.m. is a privilege subject to suspension or revocation by the City, and no person may reasonably rely on a continuation of that privilege.

(k) *Suspension of After Midnight Permit*. An After Midnight Permit shall be suspended if the hearing officer finds that the conditions described in any of the following subsections has been met:

(1) On any occasion any of the Establishment's agents, officers, employees, or contractors, including but not limited to promoters operating at an Establishment, while working at or on behalf of the Establishment, have:

i. Knowingly, recklessly, or negligently permitted the Establishment to be the site of violation of any provisions of Chapter 790, Florida Statutes, relating to weapons and firearms;
ii. Knowingly, recklessly, or negligently permitted the Establishment to be the site of any violation of any provision of Chapter 794, Florida Statutes, relating to sexual battery; or
iii. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of the violation of any provision of Chapter 893, Florida Statutes, relating to the sale or delivery of a controlled substance.

(2) On any occasion, the Establishment has been the site of:

i. Any violation of any provision of Chapter 782, Florida Statutes, relating to Homicide.

(3) On two (2) occasions within a consecutive three-month period, any of the Establishment's agents, officers, employees, or contractors, including but not limited to promoters operating at an Establishment, while working at or on behalf of the Establishment, have:

i. Knowingly, recklessly, or with gross negligence failed to comply with any condition of the After Midnight Permit;
ii. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of the violation of any provision of Chapter 877.03, Florida Statutes, relating to disorderly conduct;
iii. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of any violation of any provision of sections 784.011 or 784.021, Florida Statutes, relating to assault or aggravated assault;
iv. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of any violation of any provision of sections 784.03, 784.041, or 784.045, Florida Statutes, relating to battery, felony battery, domestic battery by strangulation, or aggravated battery;
v. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of any violation of any provision of Chapter 849, Florida Statutes, relating to gambling;
vi. Negligently permitted the Establishment to be the site of any violation of any provision of Chapter 893, Florida Statutes, relating to the sale and delivery of controlled substances; or
vii. Knowingly, recklessly, or with gross negligence permitted the Establishment to be the site of any violation of any provision of Chapter 893, Florida Statutes, relating to possession of a controlled substance.

(4) On two (2) occasions within a consecutive three-month period, the Establishment has been the site of:

i. Any violation of any provision of Chapter 790, Florida Statutes, relating to Weapons and Firearms; or
ii. Any violation of any provision of Chapter 794, Florida Statutes, relating to Sexual Battery.

(5) On three (3) occasions within a consecutive three-month period, any of the Establishment's agents, officers, employees, or contractors, including, but not limited to promoters operating at the Establishment, while working at or on behalf of the Establishment, have:

i. Negligently failed to comply with any condition of the After Midnight Permit; or
ii. Knowingly, recklessly, or negligently permitted the Establishment to be the site of a violation of any provision of Chapter 38, Bradenton City Code, relating to noise;
iii. Negligently permitted any violation of any provision of Chapter 877.03, Florida Statutes, relating to disorderly conduct;
iv. Negligently permitted any violation of any provision of sections 784.011 or 784.021, Florida Statutes, relating to assault or aggravated assault;
v. Negligently permitted any violation of any provision of sections 784.03, 784.041, or 784.045, Florida Statutes, relating to battery, felony battery, domestic battery by strangulation, or aggravated battery;
vi. Negligently permitted any violation of any provision of Chapter 849, Florida Statute, relating to gambling; or
vii. Negligently permitted any violation of any provision of Chapter 893, Florida Statutes, relating to possession of a controlled substance.

(6) Duration of Suspension:

i. Suspensions shall be for a period of thirty (30) days, beginning on the date of the finding of suspension by the hearing officer.

ii. Should additional grounds for suspension occur while the Establishment's After Midnight Permit is suspended, any additional period of suspension proscribed by this section shall be served consecutively.

(7) Prior to or during a suspension for a specific violation, an Establishment may submit to the City a mitigation plan that has cured or is reasonably designed to cure or otherwise prevent future occurrences of the violation(s) which constituted the grounds for suspension. In determining if the mitigation plan submitted by the Establishment has cured or is reasonably designed to cure or otherwise prevent future occurrences of the violation, the City may consider any relevant information, including but not limited to, input from the Bradenton Police Department, Code Enforcement, the Fire Marshall, and citizen complaints regarding the Establishment.

(8) If the City finds that the Establishment has a mitigation plan that has been cured, is reasonably designed to cure, or otherwise taken reasonable actions to prevent future occurrences of the violation, then, in lieu of suspension, if it has not yet been imposed, or otherwise in lieu of the remainder of the suspension, the City may amend the

establishment's After Midnight Permit to include, as a condition thereof, the mitigation plan. No Establishment has a right to alter the conditions of the After Midnight Permit in lieu of suspension.

(9) If the same type of violation has occurred three or more times at an Establishment, it shall be prima facia evidence that the Establishment has negligently permitted the Establishment to be the site of such violation. Evidence that the Establishment immediately reported a violation to the police shall be evidence rebutting such presumption.

(10) Where multiple violations have occurred at an Establishment, different violations may be combined to form the minimum required number of violations, however, such combination of violations must have occurred the minimum number of times of the least restrictive violation thereof.

(l) *Revocation of After Midnight Permit*. An establishment's Permit shall be revoked if a hearing officer finds that either of the following conditions has been met:

(1) Information provided in the application for the After Midnight Permit, including a renewal After Midnight Permit, is false, deceptive, willfully incorrect, or intentionally misleading; or

(2) The Establishment's After Midnight Permit has been suspended three (3) times within a consecutive 12-month period.

(m) *Hearing Officer*. The City Council shall appoint a hearing officer for the purpose of administering the provisions of this section.
(1) The appointment shall be by resolution of the City Council.
(2) Once appointed, the hearing officer shall be permitted to exercise the authority and powers set forth in this section.
(3) Hearing officers shall be licensed attorneys in good standing in the state. Appointments shall be made on the basis of experience or interest.
(4) The appointment of a hearing officer may be made at any time. Those appointed as hearing officers shall serve for a term of two years. A hearing officer may be reappointed for succeeding terms.
(5) Hearing officers shall serve in accordance with the provisions of this section.
(6) A hearing officer may be suspended or removed by the City Council.

(n) *Procedures*

(1) Notice and Opportunity to be Heard

i. A hearing before the hearing officer will be held whenever the City determines that grounds for suspension or revocation exist

pursuant to this section. The After Midnight Permit holder must be advised in writing of the date, time, and place of such hearing either by personal service upon a responsible person at the Establishment or by notice mailed by certified mail to the address provided on the Permit, no later than seven (7) days before the date of the hearing.

ii. The hearing will be conducted in accordance with the principles of due process and shall not be subject to the formal rules of evidence. The City bears the burden to prove the basis for suspension or revocation by a preponderance of the evidence. It is the responsibility of any party wishing to have a transcript of the proceeding to provide a stenographer at their own expense.

iii. The hearing officer shall base the order on the criteria listed in this section. For the purposes of suspension or revocation under this section, calculation of the time periods will be construed from the date each violation occurred. Guilty pleas, no contest pleas, default judgments, payment of citations, or any other finding of a violation by a court of competent jurisdiction or by the procedure provided within the City Code shall constitute proof of a prior violation, regardless of whether adjudication was withheld or not. Nothing in this section shall be deemed to allow permittees to relitigate previously adjudicated violations. Code enforcement officers, law enforcement officers, and/or the City's Fire Marshal may provide testimony and evidence of separate violations to the hearing officer which, if proven by a preponderance of the evidence to have occurred, shall be counted towards the total number of violations.

(o) *Appeal*. The Establishment may appeal a ruling or order of the hearing officer to the circuit court. An appeal shall be filed within thirty (30) days of issuance of the ruling or order to be appealed. Filing of a petition for judicial review or other such pleading shall not stay a suspension or revocation unless so ordered by the circuit court.

(p) *Suspension and Revocation Not Exclusive Enforcement Mechanisms*. Nothing in this section shall be construed or interpreted to prohibit the City from enforcing its codes and ordinances by means other than those provided by this chapter, including without limitation, by summons, notice to appear in court, arrest, issuance of a citation, a civil action, stop work order, statutory code enforcement proceedings, or demolition.

(q) *Reapplication for After Midnight Permit*. After an Establishment's After Midnight Permit has been revoked for a period of not less than three-hundred sixty-five (365) days, the Establishment may reapply for an After

Midnight Permit. In addition to all other required information, an Establishment whose After Midnight Permit has previously been revoked shall include information explaining the actions they have taken to prevent the violations that resulted in the past revocation(s).

(r) *Miscellaneous Provisions*.

(1) Any Establishment which dispenses, sells, or serves alcoholic beverages; or permits alcoholic beverages to be dispensed, sold, served or consumed in the City on the Establishment's licensed premises, and whose principal business is the sale, service, or consumption of alcoholic beverages, shall be closed during the period of time outside of permitted alcoholic beverage sales.

(2) Any Establishment shall, at the time of cessation of alcoholic beverage sales, cause all outside lights on the premises occupied by it to be illuminated, except that the Establishment shall extinguish any lighted signs indicating the Establishment is open. No person, except the proprietor, his or her employees, law enforcement or other emergency personnel, or code enforcement officers, may be permitted to enter or remain in the Establishment after the cessation of alcoholic beverage sales.

(3) In no instance shall open containers of alcoholic beverages be accessible to customers or members or be permitted to be in the open patronage area of an Establishment at the time of cessation of alcoholic beverage sales. Customers or members within the Establishment shall be required by the proprietor or his or her employees to leave the Establishment at or before the time of cessation of alcoholic beverage sales. Nothing contained herein shall be construed to permit any Establishment to sell, serve, or permit alcoholic beverages to be sold, consumed or served during prohibited hours.

(4) Activities sponsored or co-sponsored by a governmental entity which are held on premises where alcoholic beverages are dispensed and whose principal business is the sale of alcoholic beverages may be held outside normal business hours, provided that no alcoholic beverages are sold or dispensed during prohibited hours.

(5) For special events or occasions, the City Council may, by resolution, extend the hours of alcoholic beverage sales, and the related requirements of this section, by one additional hour, and subject to any conditions that may be included in such resolution.

C. A new Chapter 6, Section 6-7, shall be added as follows:

Sec. 6-7 - Evidence for prosecution of violations.

In all prosecutions for violations of this chapter, any person who, by past experience in the handling or use of alcoholic beverages, or who, by taste, smell or the drinking of such alcoholic beverages, has knowledge as to the alcoholic nature of the beverages may testify as to his opinion of whether such a beverage is or is not alcoholic, and a conviction based on such testimony shall be valid.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

AGENDA ITEM NO. 9.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4048 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, & 6, TURNER'S PLAT OF BRADENTOWN, RECORDED IN PLAT BOOK 1, PAGE 184, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, GENERALLY LOCATED NORTH OF 3RD AVENUE WEST, EAST OF 12TH STREET WEST, AND WEST OF 10TH STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for August 14, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton (applicant/owner) has submitted a right-of-way vacation application requesting to vacate a 20-foot-wide alley located on property at 101 12th Street West. The proposed vacation is approximately 6,050-sq. ft. or 0.1389

acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way in preparation for future redevelopment opportunities with the current City Hall/Police Department complex.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for August 14, 2024.

ATTACHMENTS:
Ordinance 4048
Application - Ordinance 4048, Case RV.24.2186
Staff Report - Ordinance 4048, Case RV.24.2186
Presentation - Ordinance 4048, RV.24.2186

Ordinance No. 4048

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE RESUBDIVISION OF LOTS 1, 2, 3, 4, 5, & 6, TURNER'S PLAT OF BRADENTOWN, RECORDED IN PLAT BOOK 1, PAGE 184, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, GENERALLY LOCATED NORTH OF 3RD AVENUE WEST, EAST OF 12TH STREET WEST, AND WEST OF 10TH STREET WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes; except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, the City of Bradenton (the "Applicant" or "Property Owner"), owns property located 100 10th Street West, Bradenton, FL 34205, and more particularly described in Exhibit B attached hereto (the "Property"); and

WHEREAS, the Applicant filed an application to vacate a platted 20 foot alley, as legally described in Exhibit A attached hereto (the "Alley"); and

WHEREAS, the Alley is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of the Alley; and

WHEREAS, the City Council has reviewed the request for vacation of the Alley and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of the Alley is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest nor will it prevent any property from having

access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said Alley is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Alley. The City Council for the City of Bradenton, Florida, pursuant to due and proper petition and application and other procedures as required by law and the rules and regulations of this Council for vacating the following described Alley having been accomplished, does hereby vacate, close and abandon that Alley which is described and illustrated on Exhibit "A" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	July 24, 2024
PUBLICATION DATE	August 4, 2024
SECOND READING	August 14, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of August, 2024.

CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

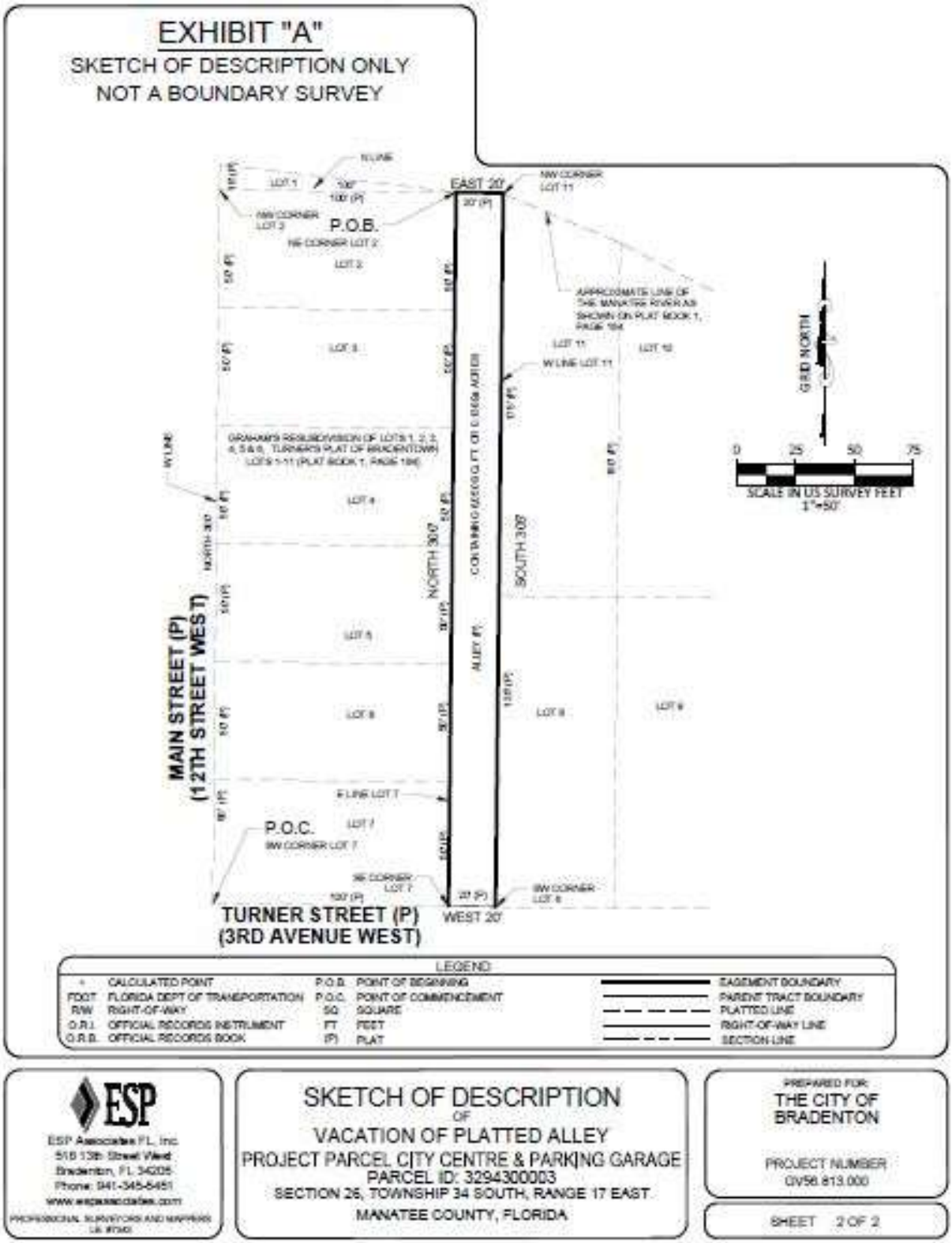


EXHIBIT "A"
SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY
P.O.B.
P.O.C.
EAST 20'
WEST 20'
NORTH 30'
SOUTH 30'
MAIN STREET (P)
(12TH STREET WEST)
TURNER STREET (P)
(3RD AVENUE WEST)
GRID NORTH
0 25 50 75
SCALE IN US SURVEY FEET
1"=50'
LEGEND
CALCULATED POINT
FDOT FLORIDA DEPT OF TRANSPORTATION
R/W RIGHT-OF-WAY
O.R.I. OFFICIAL RECORDS INSTRUMENT
O.R.B. OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
SQ SQUARE
FT FEET
(P) PLAT
EASEMENT BOUNDARY
PARENT TRACT BOUNDARY
PLATTED LINE
RIGHT-OF-WAY LINE
SECTION LINE
ESP
ESP Associates FL, Inc.
Phone: 941-345-5451
SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA
PREPARED FOR:
THE CITY OF
BRADENTON
PROJECT NUMBER
0V56.813.000
SHEET 2 OF 2

Exhibit "B"

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT. BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 OF THE RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID RE-SUBDIVISION PLAT, A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID RE-SUBDIVISION PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 OF SAID RE-SUBDIVISION PLAT, SAID POINT BEING THE POINT OF BEGINNING; THENCE MEANDER EASTERLY ALONG THE WATERS EDGE AS SHOWN ON SAID RE-SUBDIVISION PLAT, A DISTANCE OF 20 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 11 OF SAID RE-SUBDIVISION PLAT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND LOT 8, A DISTANCE OF 305 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID RE-SUBDIVISION PLAT; THENCE WEST 20 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID RE-SUBDIVISION PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 2 THROUGH 7 OF SAID RE-SUBDIVISION PLAT A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,050 SQUARE FEET OR 0.1389 ACRES, MORE OR LESS.

RECEIVED
By Isabell Salazar at 11:54 am, Jun 03, 2024

1605

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: City of Bradenton

Owner Address: 101 12th St W Telephone: 941-932-9442

Name of Agent: Rob Perry, City Administrator

Agent Address: 101 12th St W Telephone: 941-932-9442

Owner/Agent Email: rob.perry@bradentonfl.gov

PROPERTY INFORMATION (REQUIRED)

Property Address: 101 12th St W

Parcel ID: 3294300003 Acreage: 4.0+/-

Zoning District: T6 *click to view Zoning map

Future Land Use: Urban Core *click to view FLU map

Ward #: 3 *click to view Ward map

Neighborhood #: 7003 *click to view Neighborhoods map

Indicate Type of Vacation Requested: Right-of-Way Easement (REQUIRED)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- **Right-of-Way Vacation**
  - Right-of-Way Vacation Application Fee: $1,530
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Right-of-Way to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Easement Vacation**
  - Easement Vacation Review Fee: $900.
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - Legal Description of Easement to be Vacated
  - Property Survey (signed & sealed within the last 3 years)
  - One (1) electronic copy in pdf format of Application and all required support materials

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all ~~applicable~~ Federal, State, and County laws. (REQUIRED)

Signature of Owner/Applicant Date 5/30/24

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: X
Incomplete: _____

APPLICATION #: 242186

CITY COUNCIL:
PLANNING COMMISSION:
DRC:
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

- ☐ City of Bradenton
  Public Works & Utilities
  Jim McLellan, Director
  1411 9th Street West Bradenton, FL 34205
  941.708.6300

- ☐ Florida Power and Light
  Greg Coker
  1253 12th Ave. E. Palmetto, FL 34221
  813.422.8232

- ☐ Frontier Communications
  Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
  1280 Cleveland Street, Clearwater, FL 33755
  941.266.9218

- ☐ Spectrum Communication
  Alex Fleming, Field Eng.
  5413 East State Road 64 Bradenton, FL 34203
  941.737.1352

- ☐ Comcast Cable
  Paul Brown, Manager, Construction SWFL
  PO Box 1178. Sarasota, FL 34230
  941.914.7844

- ☐ Teco/Peoples Gas
  Alex Mcfarlane, Gas Design Tech
  Rep. 8261 Vico Ct. Sarasota, FL 34240
  813.275.3762

bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

AGENT AUTHORIZATION — REQUIRED

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: _____

I, _____, the registered property owner(s) of the above noted property, do hereby authorize

_____
Print Name of Agent — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

_____
Signature of Owner(s) — Owner(s)Address (if different than property above)

_____
Signature of Agent — Agent Address and Phone

NOTARY — REQUIRED

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me this _____day of_____,

produced_____respectively, as

as identification and who did (did not) take an oath:

_____
Signature

_____, Notary Public
Print Name

State of Florida
My Commission Expires: _____

CITY OF BRADENTON
IN MANATEE COUNTY, FLORIDA

BOUNDARY SURVEY
CITY CENTRE AND PARKING GARAGE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST, IN MANATEE COUNTY, RESIDING IN THE CITY OF BRADENTON, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3 AND 4 OF BLOCK "B", AS SHOWN ON MAP OF SMITH'S ADDITION TO BRAIDENTOWN. AS RECORDED IN OFFICE OF THE CLERK OT THE CIRCUIT COURT FOR MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 135.

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, JOHN A. GRAHAMS RESUBDIVISION LOTS 1, 2, 3, 4, 5, 6 OF TURNER'S PLAT OF BRADENTOWN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 184, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, JOHN A. GRAHAMS RESUBDIVISION OF TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA WHICH IS ALSO THE INTERSECTION OF THE RIGHT-OF-WAY LINE OF 12TH STREET WEST AND 3RD AVENUE WEST, THENCE N00°36'14"E ALONG SAID GRAHAMS RESUBDIVISION AND THE EAST RIGHT-OF-WAY LINE OF 12TH STREET WEST, 587.64 FEET TO A POINT WHICH IS THE INTERSECTION OF THE SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF BARCARROTA BOULEVARD (ALSO KNOWN AS 1ST AVENUE WEST); THENCE S89°36'22"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 408.49 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE S04°12'16"E ALONG SAID WEST RIGHT-OF-WAY LINE, 212.22 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'12"W, 380.39 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID 3RD AVENUE WEST, WHICH IS ALSO THE SOUTHEAST CORNER OF LOT 1 OF SMITH'S ADDITION TO BRAIDENTOWN, BLOCK "B" AS RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°01'46"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH BOUNDARY LINE OF SAID SMITH'S ADDITION, 421.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 248, 690 SQUARE FEET OR 5.7090 ACRES, MORE OR LESS.

LESS PARKING GARAGE PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, JOHN A. GRAHAMS RESUBDIVISION OF TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA WHICH IS ALSO THE INTERSECTION OF THE RIGHT-OF-WAY LINE OF 12TH STREET WEST AND 3RD AVENUE WEST, THENCE N00°36'14"E ALONG SAID GRAHAMS RESUBDIVISION AND THE EAST RIGHT-OF-WAY LINE OF 12TH STREET WEST, 186.26 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF 12TH STREET WEST THE FOLLOWING SEVEN (7) COURSES; (1) S89°21'52"E, 38.18 FEET; (2) N38°58'20"E, 3.90 FEET; (3) N03°25'55"E, 23.58 FEET; (4) S88°57'34"E, 32.21 FEET; (5) S00°56'42"E, 9.16 FEET; (6) S56°08'44"E, 40.86 FEET; (7) S89°22'12"E, 315.59 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 10TH STREET WEST; THENCE S01°16'12"W ALONG SAID WEST RIGHT-OF-WAY LINE, 183.62 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID 3RD AVENUE WEST, WHICH IS ALSO THE SOUTHEAST CORNER OF LOT 1 OF SMITH'S ADDITION TO BRAIDENTOWN, BLOCK "B" AS RECORDED IN PLAT BOOK 1, PAGE 135 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°01'46"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH BOUNDARY LINE OF SAID SMITH'S ADDITION, 421.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 78,769 SQUARE FEET OR 1.8083 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SURVEY IS TO DEPICT THE BOUNDARY AND IMPROVEMENTS FOR 100 10TH STREET WEST.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), DERIVING A BEARING OF N89°01'46"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 3RD AVENUE WEST.
3. HORIZONTAL DATA SHOWN HEREON IS BASED THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83/2011 ADJUSTMENT) UTILIZING A GPS NETWORK FROM BOTH FPRN AND TRIMBLE VRS NETWORKS.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULT OF A SURVEY PERFORMED ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.
7. HORIZONTAL ACCURACY - THE HORIZONTAL ACCURACY OF THE SURVEY CONTROL USED MEETS OR EXCEEDS 1:10,000 OR A POSITIONAL EQUIVALENT.
8. THIS BOUNDARY SURVEY CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "BOUNDARY SURVEY".
9. THIS SURVEY WAS PREPARED BASED ON OWNER AND ENCUMBRANCE PROPERTY INFORMATION REPORTS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 18059086, DATED JUNE 1, 2018 AND FILE NUMBER 18059081, DATED MAY 25, 2018.

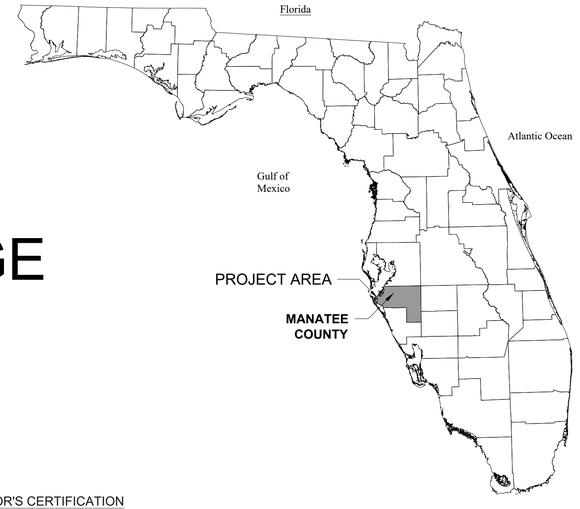
REFERENCE PLANS:

1. FDOT RIGHT-OF-WAY MAP SECTION 13010-2521
2. DARRELL E. GERKEN SURVEY DATED 09/12/1996
3. RECORD DRAWING ZNS ENGINEERING DATED 10/05/2017
4. BOUNDARY & LIMITED TOPOGRAPHIC SURVEY ZNS ENGINEERING DATED 03/31/2000.
5. LEO MILLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 07/03/1998.
6. LEO MILLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 07/20/1999.
7. LEO MILLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 05/10/2016.
8. LEO MILLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 09/14/2016.
9. AUTOCAD FILE FROM DAVID CRONKHITE, PSM, CITY OF BRADENTON SURVEYOR DATED 05/12/2023.



OVERVIEW MAP
(NOT TO SCALE)

VICINITY
(NOT TO SCALE)



SURVEYOR'S CERTIFICATION

THIS PURPOSE SURVEY IS TO DEPICT AND ESTABLISHING THE LIMITS OF THE BOUNDARY LINES AND RIGHT-OF-WAY LINES FOR 10TH STREET WEST, 12TH STREET WEST, 3RD AVENUE WEST AND BARCARROTA BOULEVARD. I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON JUNE 14, 2023 AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 06/14/2023

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC
SIGNATURE AND SEAL OF WALTER J. SMITH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LB #7343

ESP ASSOCIATES FL, INC.
518 13TH STREET WEST
BRADENTON, FL 34205
PHONE 941-345-5451
WWW.ESPASSOCIATES.COM

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED
BY WALTER J. SMITH, P.S.M. 4807 ON 10/10/2023.

WALTER J. SMITH
License Number
4807
STATE OF FLORIDA
Professional Surveyor and Mapper

BOUNDARY SURVEY

CITY OF BRADENTON

NO.	DATE	DESCRIPTION	BY / CHK
3			
2	10/10/2023	UPDATE DESCRIPTION LESS OUT PARKING GARAGE	RLW / TS
1	09/23/2023	UPDATE PER CLIENT COMMENTS	RLW / TS

NO.	DATE	DESCRIPTION	BY / CHK
6			
5			
4			

REVISIONS

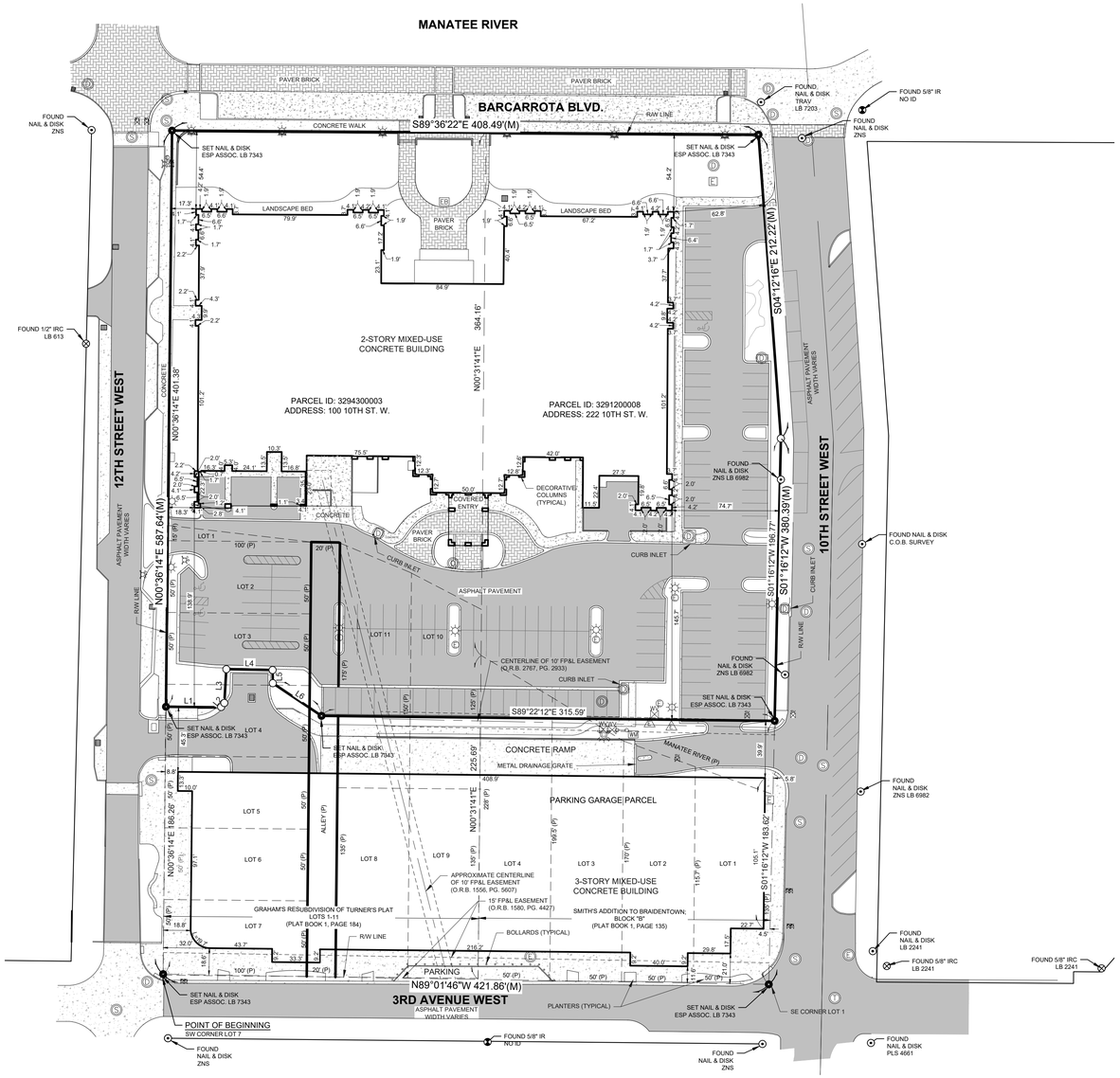
	BY	DATE
PRELIM	RLW	06/14/2023
CHECKED	RLW	06/14/2023

CITY CENTRE & PARKING GARAGE
BOUNDARY SURVEY

CITY OF BRADENTON - MANATEE COUNTY, FLORIDA

MAPS PREPARED BY:
ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

NOT TO SCALE | SHEET 1 OF 2



ACREAGE SUMMARY		
	SQUARE FEET	ACRES
CITY CENTRE & PARKING GARAGE LOT	248,690	5.7091
CITY CENTRE	169,921	3.9008
PARKING GARAGE	78,769	1.8083

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°21'52"E	38.18'
L2	N38°58'20"E	3.90'
L3	N03°25'55"E	23.58'
L4	S88°57'34"E	32.21'
L5	S00°56'42"E	9.16'
L6	S56°08'44"E	40.86'

LEGEND

CALCULATED POINT	BACKFLOW PREVENTER	IRRIGATION HAND HOLE	SECTION LINE
(IRC) IRON ROD & CAP FOUND	CABLE HAND HOLE	LIGHT POLE	CENTER LINE
(IR) IRON ROD FOUND	CABLE MANHOLE	MAILBOX	FENCE
5/8" IRON ROD & CAP SET, LB 7343	CABLE PEDESTAL	MITERED END SECTION	OVERHEAD LINES
(IP) IRON PIPE FOUND	CLEANOUT	SANITARY SEWER MANHOLE	OAK TREE
(IPC) IRON PIPE & CAP FOUND	ELECTRIC BOX	SEWER VALVE	PALM TREE
NAIL FOUND	ELECTRIC HAND HOLE	SIGN	PINE TREE
NAIL & DISK FOUND	ELECTRIC METER	STORM SEWER MANHOLE	UNKNOWN TREE
NAIL & DISK SET, LB 7343	ELECTRIC TRANSFORMER	TELEPHONE MANHOLE	ASPHALT PAVEMENT
(CM) 3"X3" CONCRETE MONUMENT FOUND	ELECTRIC VAULT	TELEPHONE PEDESTAL	CONCRETE
(CM) 4"X4" CONCRETE MONUMENT FOUND	GAS PEDESTAL	TRAFFIC SIGNAL HAND HOLE	DIRT/SAND
(CM) 6"X6" CONCRETE MONUMENT FOUND	GAS VALVE	CONCRETE UTILITY POLE	BRICK PAVER
(BM) BENCHMARK	GRATE INLET	WOOD UTILITY POLE	
LICENSED BUSINESS	GUY ANCHOR	VERIZON HAND HOLE	
PROFESSIONAL SURVEYOR & MAPPER	FIRE HYDRANT	VERIZON PEDESTAL	
PERMANENT REFERENCE MONUMENT	IRRIGATION CONTROL VALVE	WATER VALVE	
FLORIDA DEPT OF TRANSPORTATION	IRRIGATION CONTROL BOX	WATER METER	
RIGHT-OF-WAY			
OFFICIAL RECORDS BOOK			
LINE NUMBER - SEE LINE TABLE DATA			
CURVE NUMBER - SEE CURVE TABLE DATA			
POINT OF CURVATURE			
POINT OF TANGENCY			
PLAT			
MEASURED			
DEED			

NORTH

SCALE: 1"= 50'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 ON XX/XX/2023.

WALTER J. SMITH License Number 4807 STATE OF FLORIDA Professional Surveyor and Mapper

NO.	DATE	DESCRIPTION	BY / CHK
5			
4			
3			
2			
1	09/23/2023	UPDATE PER CLIENT COMMENTS	RLW / TS
10			
9			
8			
7			
6			

REVISIONS

BOUNDARY SURVEY

OF

CITY OF BRADENTON - CITY CENTRE & PARKING GARAGE

PARCEL ID NUMBERS
3294300003 & 3291200008
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ESP

ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

CERTIFIED TO: CITY OF BRADENTON

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

09/25/2023
DATE

WALTER J. SMITH
FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

PREPARED FOR:
CITY OF BRADENTON

PROJECT NUMBER:	GV56.813.000	
DATE OF FIELD SURVEY:	06/02/2023	
DRAWN BY: RLW	DATE:	06/14/2023
CHECKED BY: RLW	DATE:	06/14/2023

SHEET 2 OF 2

1610

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT. BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 OF THE RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID RE-SUBDIVISION PLAT, A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID RE-SUBDIVISION PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 OF SAID RE-SUBDIVISION PLAT, SAID POINT BEING THE POINT OF BEGINNING; THENCE MEANDER EASTERLY ALONG THE WATERS EDGE AS SHOWN ON SAID RE-SUBDIVISION PLAT, A DISTANCE OF 20 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 11 OF SAID RE-SUBDIVISION PLAT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND LOT 8, A DISTANCE OF 305 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID RE-SUBDIVISION PLAT; THENCE WEST 20 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID RE-SUBDIVISION PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 2 THROUGH 7 OF SAID RE-SUBDIVISION PLAT A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,050 SQUARE FEET OR 0.1389 ACRES, MORE OR LESS.

WALTER J. SMITH
License Number 4807
STATE OF FLORIDA
Professional Surveyor and Mapper

SHEET INDEX

SHEET 1:	LEGAL DESCRIPTION & NOTES
SHEET 2:	SKETCH OF DESCRIPTION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 0N 10/10/2023.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED PLAT BEARING OF NORTH ALONG THE EAST LINE OF LOTS 2 THROUGH 7, TURNER'S PLAT OF BRADENTON.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION".

CERTIFICATION

CERTIFIED TO: THE CITY OF BRADENTON

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE

WALTER J. SMITH
FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ESP

ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

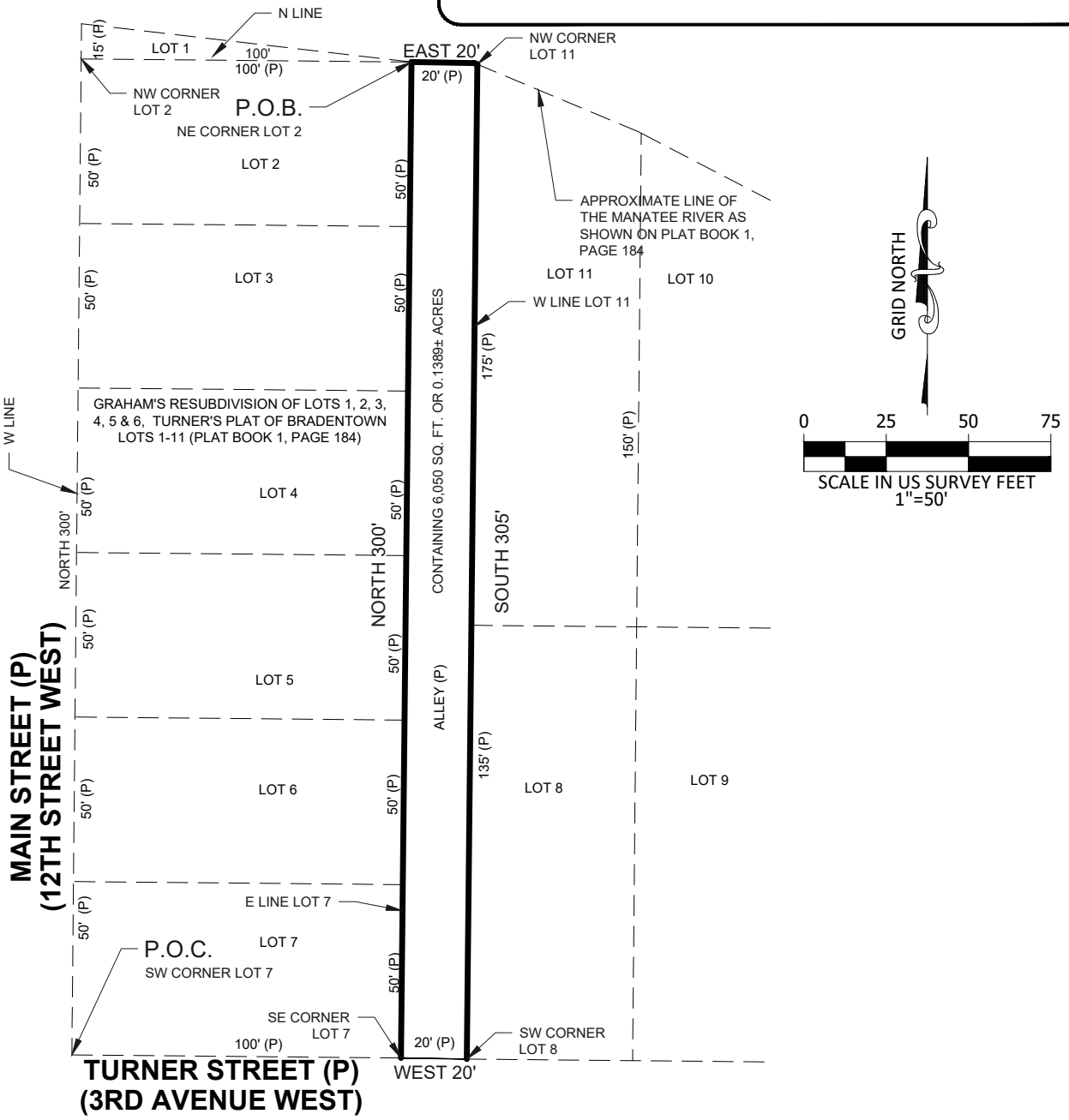
SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



LEGEND			
○	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
FDOT	FLORIDA DEPT OF TRANSPORTATION	P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY	SQ	SQUARE
O.R.I.	OFFICIAL RECORDS INSTRUMENT	FT	FEET
O.R.B.	OFFICIAL RECORDS BOOK	(P)	PLAT

EASEMENT BOUNDARY
PARENT TRACT BOUNDARY
PLATTED LINE
RIGHT-OF-WAY LINE
SECTION LINE

ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
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PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

1612

November 15, 2023

City of Bradenton
Public Works and Utilities
Jim McLellan, Director
1411 9th Street West
Bradenton, FL 34205

Dear Mr. McLellan,

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

November 15, 2023

Mr. Greg Coker
Florida Power & Light
1253 12th Ave E.
Palmetto, FL 34221

Certified Mail – Return Receipt Requested

Dear Mr. Coker:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

brian.garver@fpl.com

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

November 15, 2023

Stephen Waidley, Regional
Right of Way & Municipal Affairs Mgr.
1280 Cleveland Street
Clearwater, FL 33755

Certified Mail – Return Receipt Requested

Dear Mr. Waidley:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

Stephen.Waidley@ftr.com

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

November 15, 2023

Alex Fleming, Field Engineer
Spectrum Communication
5413 East State Road 64
Bradenton, FL 34203

Certified Mail – Return Receipt Requested

Dear Mr. Fleming:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

James.fleming@charter.com
Mark up Division
DL-WCEN-FL-FOE-
Markup@Charter.com

Michael.Decroix@
Charter.com

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

November 15, 2023

Paul Brown, Manager, Construction SWFL
P.O. Box 1178
Sarasota, FL 34230

Certified Mail - Return Receipt Requested

Dear Mr. Brown:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

Comcast.
Kevin. Murphy C
Comcast.net

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

November 15, 2023

Alex Macfarlane, Gas Design Tech
TECO/Peoples Gas Tech Rep.
8261 Vico Ct.
Sarasota, FL 34240

Certified Mail – Return Receipt Requested

Dear Mr. Mcfarlane:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

Will you please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation? As time is of the essence in this matter, your prompt reply would be greatly appreciated.

Thank you for your assistance with this matter.

Sincerely,

Robert Perry
City Administrator

amcfarlane@tecoenergy.com

1618

alley
Ex A

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT. BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 OF THE RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID RE-SUBDIVISION PLAT, A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID RE-SUBDIVISION PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 OF SAID RE-SUBDIVISION PLAT, SAID POINT BEING THE POINT OF BEGINNING; THENCE MEANDER EASTERLY ALONG THE WATERS EDGE AS SHOWN ON SAID RE-SUBDIVISION PLAT, A DISTANCE OF 20 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 11 OF SAID RE-SUBDIVISION PLAT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND LOT 8, A DISTANCE OF 305 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID RE-SUBDIVISION PLAT; THENCE WEST 20 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID RE-SUBDIVISION PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 2 THROUGH 7 OF SAID RE-SUBDIVISION PLAT A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,050 SQUARE FEET OR 0.1389 ACRES, MORE OR LESS.

Walter J. Smith

Digitally signed by Walter J. Smith
DN: cn=Walter J. Smith, o=ESP Associates, FL, Inc., ou, email=wjsmith@espassociates.com, c=US
Date: 2023.10.10 16:32:19 -04'00'

WALTER J. SMITH
License Number 4807
STATE OF FLORIDA
Professional Surveyor and Mapper

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 ON 10/10/2023.

SHEET INDEX

SHEET 1:	LEGAL DESCRIPTION & NOTES
SHEET 2:	SKETCH OF DESCRIPTION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED PLAT BEARING OF NORTH ALONG THE EAST LINE OF LOTS 2 THROUGH 7, TURNER'S PLAT OF BRADENTON.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION".

CERTIFICATION

CERTIFIED TO: THE CITY OF BRADENTON

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE

WALTER J. SMITH
FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ESP
ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com
PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

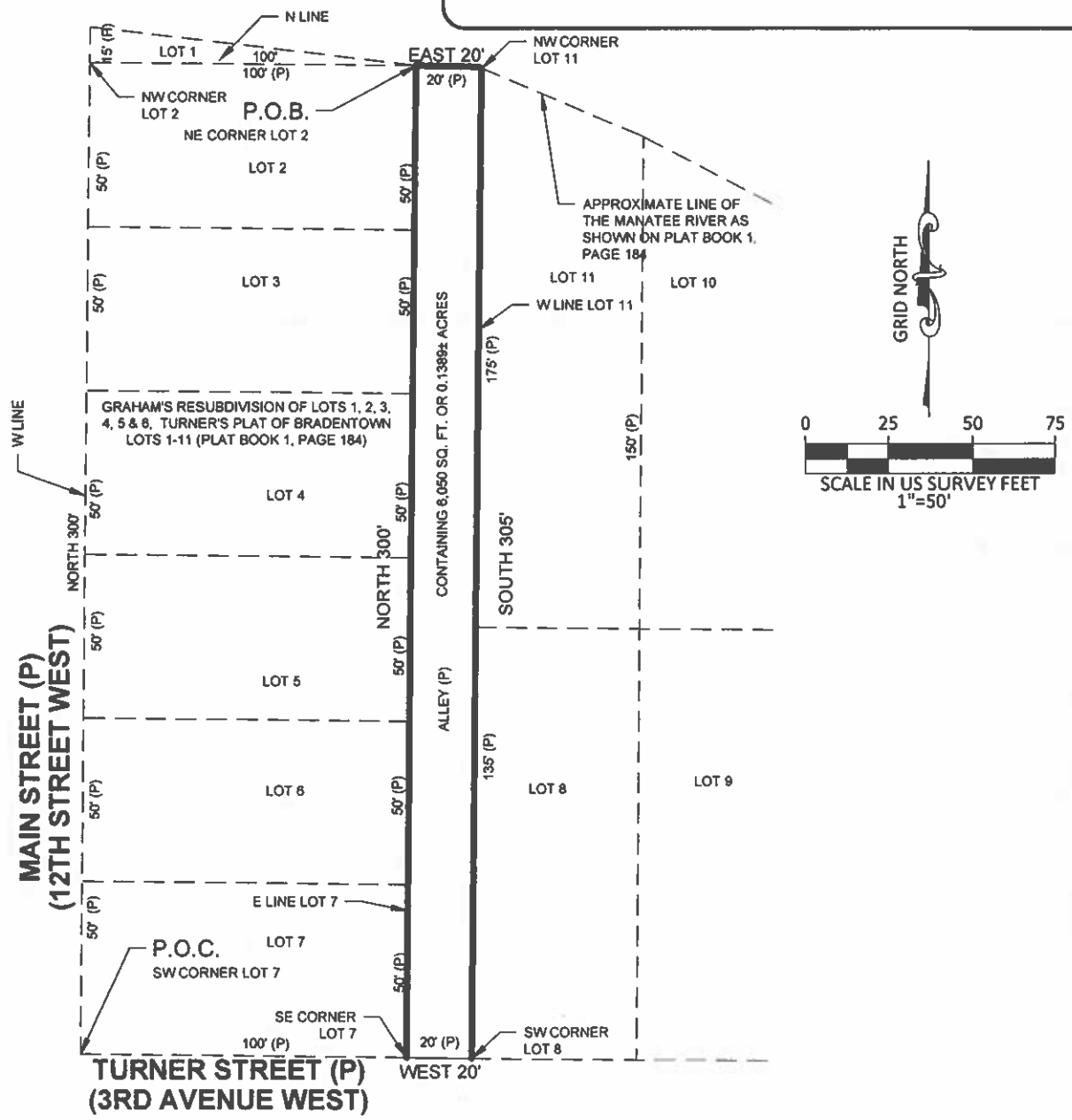
SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



LEGEND			
o	CALCULATED POINT	P.O.B.	POINT OF BEGINNING
FDOT	FLORIDA DEPT OF TRANSPORTATION	P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY	SQ	SQUARE
O.R.I.	OFFICIAL RECORDS INSTRUMENT	FT	FEET
O.R.B.	OFFICIAL RECORDS BOOK	(P)	PLAT

EASEMENT BOUNDARY
PARENT TRACT BOUNDARY
PLATTED LINE
RIGHT-OF-WAY LINE
SECTION LINE

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SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
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PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

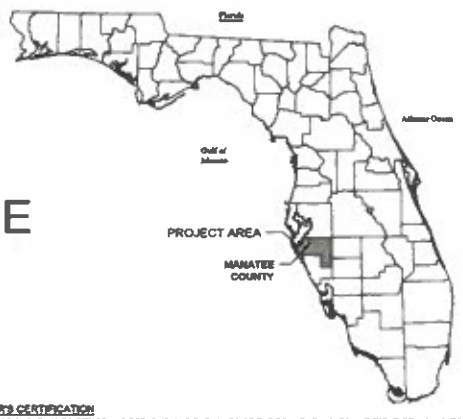
PROJECT NUMBER
GV56.813.000

City Centre Site

CITY OF BRADENTON
IN MANATEE COUNTY, FLORIDA

BOUNDARY SURVEY
CITY CENTRE AND PARKING GARAGE

VICINITY
(NOT TO SCALE)



LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 34 SOUTH, RANGE 17 EAST, IN MANATEE COUNTY, BEING IN THE CITY OF BRADENTON, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3 AND 4 OF BLOCK "B", AS SHOWN ON MAP OF EIGHTH ADDITION TO BRADENTOWN, AS RECORDED IN OFFICE OF THE CLERK OF THE CIRCUIT COURT FOR MANATEE COUNTY, FLORIDA IN PLAT BOOK 1, PAGE 139;

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND 11, JOHN A. GRAHAMS RESUBDIVISION LOTS 1, 2, 3, 4, 5, 6 OF TURNER'S PLAT OF BRADENTOWN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 104, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA;

AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, JOHN A. GRAHAMS RESUBDIVISION OF TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 104, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA WHICH IS ALSO THE INTERSECTION OF THE RIGHT-OF-WAY LINE OF 13TH STREET WEST AND 3RD AVENUE WEST; THENCE N89°36'14"E ALONG SAID GRAHAMS RESUBDIVISION AND THE SAID RIGHT-OF-WAY LINE OF 13TH STREET WEST, 307.91 FEET TO A POINT WHICH IS THE INTERSECTION OF THE SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF BARCARROTA BOULEVARD, (ALSO KNOWN AS 1ST AVENUE WEST); THENCE S89°39'52"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, 495.49 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE WEST RIGHT-OF-WAY LINE OF 14TH STREET WEST; THENCE S00°12'14"E ALONG SAID WEST RIGHT-OF-WAY LINE, 712.33 FEET; THENCE DEPARTING ALONG SAID WEST RIGHT-OF-WAY LINE, S01°16'37"W, 305.39 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID 3RD AVENUE WEST, WHICH IS ALSO THE SOUTHEAST CORNER OF LOT 1 OF EIGHTH ADDITION TO BRADENTOWN, BLOCK "B" AS RECORDED IN PLAT BOOK 1, PAGE 139 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°51'47"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH BOUNDARY LINE OF SAID EIGHTH ADDITION, 421.85 FEET TO THE POINT OF BEGINNING.

CONTAINING [illegible] SQUARE FEET OR 5.7565 ACRES, MORE OR LESS.

LESS AVENUE GRAHAM PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF LOT 7, JOHN A. GRAHAMS RESUBDIVISION OF TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 104, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA WHICH IS ALSO THE INTERSECTION OF THE RIGHT-OF-WAY LINE OF 13TH STREET WEST AND 3RD AVENUE WEST; THENCE N89°36'14"E ALONG SAID GRAHAMS RESUBDIVISION AND THE SAID RIGHT-OF-WAY LINE OF 13TH STREET WEST, 148.36 FEET; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE OF 13TH STREET WEST THE FOLLOWING SEVEN (7) COURSES; (1) S00°37'16"E, 30.16 FEET; (2) N39°36'29"E, 3.89 FEET; (3) N89°39'06"E, 23.84 FEET; (4) S00°37'54"E, 33.31 FEET; (5) S89°36'43"E, 8.14 FEET; (6) S00°49'44"E, 48.86 FEET; (7) S89°39'13"E, 395.89 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 14TH STREET WEST; THENCE S00°16'12"W ALONG SAID WEST RIGHT-OF-WAY LINE, 143.40 FEET TO A POINT WHICH IS THE INTERSECTION OF SAID WEST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID 3RD AVENUE WEST, WHICH IS ALSO THE SOUTHEAST CORNER OF LOT 1 OF EIGHTH ADDITION TO BRADENTOWN, BLOCK "B" AS RECORDED IN PLAT BOOK 1 PAGE 139 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°51'47"W ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH BOUNDARY LINE OF SAID EIGHTH ADDITION, 421.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 70 [illegible] SQUARE FEET OR 1.4363 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE PURPOSE OF THIS SURVEY IS TO DEPICT THE BOUNDARY AND IMPROVEMENTS FOR 103 10TH STREET WEST.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), BEARING A BEARING OF N89°36'14"E ALONG THE NORTH RIGHT-OF-WAY LINE OF 3RD AVENUE WEST.
3. HORIZONTAL DATA SHOWN HEREON IS BASED THE FLORIDA STATE PLANE COORDINATE SYSTEM (NAD 83(2011 ADJUSTMENT)) UTILIZING A GPS NETWORK FROM SOKKIA RTK AND TRIMBLE VRS NETWORKS.
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS A PART OF THIS SURVEY.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. THE INFORMATION DEPICTED ON THIS SURVEY REPRESENTS THE RESULT OF A SURVEY PERFORMED ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.
7. HORIZONTAL ACCURACY - THE HORIZONTAL ACCURACY OF THE SURVEY CONTROL USED MEETS OR EXCEEDS 1 in 10,000 OR A POSITIONAL EQUIVALENT
8. THIS BOUNDARY SURVEY CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "BOUNDARY SURVEY".
9. THIS SURVEY WAS PREPARED BASED ON DEEDS AND ENCUMBRANCE PROPERTY INFORMATION REPORTS PROVIDED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 1000000, DATED JUNE 1, 2016 AND FILE NUMBER 1000001, DATED MAY 30, 2016.

REFERENCE PLANS

1. FDOT RIGHT-OF-WAY MAP SECTION 13010-2501
2. DARRELL E. GRIMSEY SURVEY DATED 09/12/1989
3. RECORD DRAWING [illegible] DATED 10/08/2017
4. BOUNDARY & LIMITED TOPOGRAPHIC SURVEY [illegible] DATED 05/13/2020
5. LEO WELLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 07/07/1999
6. LEO WELLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 05/23/2000
7. LEO WELLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 05/14/2014
8. LEO WELLS & ASSOCIATES, INC BOUNDARY SURVEY DATED 05/14/2014
9. PAYDOAD FILE FROM DAVID CREEKMORE, PSM, CITY OF BRADENTON SURVEYOR DATED 05/12/2020



OVERVIEW MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

THIS PURPOSE SURVEY IS TO DEPICT AND ESTABLISHING THE LIMITS OF THE BOUNDARY LINES AND RIGHT-OF-WAY LINES FOR 10TH STREET WEST, 12TH STREET WEST, 3RD AVENUE WEST AND BARCARROTA BOULEVARD. I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON JUNE 14, 2023 AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE 09/14/2023

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LS #7343

Walter J. Smith

Digitally signed by Walter J. Smith
DN: cn=Walter J. Smith, o=ESP Associates, PL Inc., ou, email=wjsmith@espassociates.com, c=US
Date: 2023.10.10 [illegible]

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. #7343 ON 10/10/2023.

WALTER J. SMITH — Licensed Surveyor and Mapper — STATE OF FLORIDA

ESP ASSOCIATES FL, INC.
518 13TH STREET WEST
BRADENTON, FL 34205
PHONE 941-345-6451
WWW.ESPASSOCIATES.COM

BOUNDARY SURVEY	CITY OF BRADENTON	3				4				BY	DATE
		2	10/10/2023	UPDATE DESCRIPTION LESS OUT PARKING GARAGE	RLW	5			PREPARED	RLW	09/14/2023
		1	09/14/2023	UPDATE PER CLIENT COMMENTS	RLW	6			CHECKED	RLW	09/14/2023
		NO.	DATE	DESCRIPTION	BY	NO.	DATE	DESCRIPTION	BY		
		REVISIONS									

CITY CENTRE & PARKING GARAGE
BOUNDARY SURVEY
CITY OF BRADENTON - MANATEE COUNTY, FLORIDA

MAPS PREPARED BY ESP
ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-6451
www.espassociates.com

NOT TO SCALE | SHEET 1 OF 2

BOUNDARY SURVEY
OF
CITY OF BRADENTON - CITY CENTRE & PARKING GARAGE
PARCEL ID NUMBERS
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

ACREAGE SUMMARY		
	SQUARE FEET	ACRES
CITY CENTRE & PARKING GARAGE LOT	345,669	3.7991
CITY CENTRE	169,671	3.8935
PARKING GARAGE	75,789	1.7400

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°57'00"E	36.10'
L2	N00°03'00"E	5.00'
L3	S89°57'00"E	7.58'
L4	S00°03'00"W	5.00'
L5	S89°57'00"E	8.52'
L6	N00°03'00"E	5.00'
L7	S89°57'00"E	36.10'

MANATEE RIVER

12TH STREET WEST

10TH STREET WEST

NORTH
SCALE: 1" = 30'

CERTIFIED TO: CITY OF BRADENTON

Walter J. Smith

REVISIONS									
NO.	DATE	DESCRIPTION	BY	CHK'D	NO.	DATE	DESCRIPTION	BY	CHK'D
1	10/29/2020	UPDATE PER CLIENT COMMENTS	WJS	WJS					

PROJECT NO. 0044151.000
DRAWN BY: WJS DATE: 09/14/2020
CHECKED BY: N/A DATE: N/A
SHEET 2 OF 2

Charter
COMMUNICATIONS

5.24.24

RE: COB, Request to Vacate location: 101 12th St W and 208 10thSt W Bradenton, FL 34208

Dear Corey,

Pursuant to your letter on 3.14.24, Charter communications has underground conduit but appears to have no conflict with request due to Alley easement no longer exists and new building were constructed with conduit built to ROW.

Charter Communications has no Conflicts with your request.

If you should have any questions, please do not hesitate to call. You can reach me @ 941-737-0184 or email me at: david.schisler@charter.com

Sincerely,

David Schisler

Construction Coordinator II

5413 State RD 64 E

Bradenton Fla 34208

1623

FRONTIER
2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

3/15/2024

Attn: Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St W
Bradenton, FL 34205

RE: Vacation of Alley – 101 12th St W & 208 10th St W, Bradenton, FL

Dear Mr. Fortin,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley
Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

1624

March 14, 2024

Stephen Waidley, Regional
Right of Way & Municipal Affairs Mgr.
1280 Cleveland Street
Clearwater, FL 33755

Electronic Delivery:
stephen.waidley@ftr.com

Dear Waidley:

The City of Bradenton is seeking to vacate a 20-ft. wide alley, as depicted on the attached boundary survey. The vacation is being sought in order to clear the property of the existing right-of-way so the city can move forward with the potential redevelopment of the City Hall/Police Department complex located at 101 12th Street West and 208 10th Street West in Bradenton.

If you could please confirm that there will be no adverse impact on your company's facilities as a result of the proposed vacation. Please respond to corey.fortin@bradentonfl.gov. A response must be received within 20 calendar days of this letter (March 31, 2024). The City will assume there is no objection if a response is not received by March 31, 2024.

Thank you for your assistance in this matter.

Best Regards,

Robert Perry
City Administrator

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT. BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

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CONTAINING 6,050 SQUARE FEET OR 0.1389 ACRES, MORE OR LESS.

Walter J. Smith

Digitally signed by Walter J. Smith
DN: cn=Walter J. Smith, o=ESP Associates, FL, Inc., ou, email=wjsmith@espassociates.com, c=US
Date: 2023.10.10 16:32:19 -04'00'

WALTER J. SMITH
License Number 4807
STATE OF FLORIDA
Professional Surveyor and Mapper

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 ON 10/10/2023.

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SHEET 2:	SKETCH OF DESCRIPTION

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DATE

WALTER J. SMITH
FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ESP

ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com

PROFESSIONAL SURVEYORS AND MAPPERS
LB. #7343

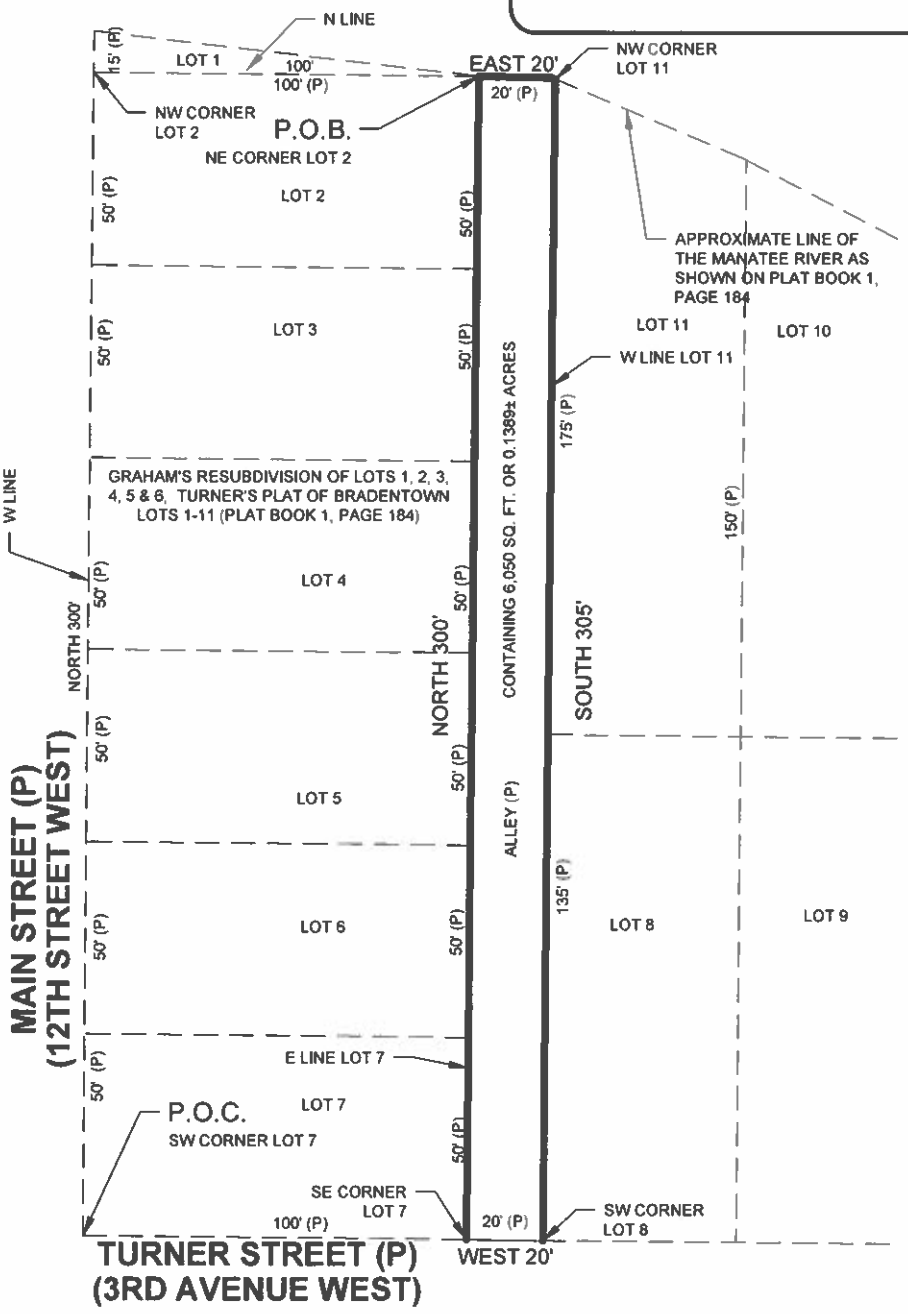
SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



LEGEND					
o	CALCULATED POINT	P.O.B.	POINT OF BEGINNING		EASEMENT BOUNDARY
FDOT	FLORIDA DEPT OF TRANSPORTATION	P.O.C.	POINT OF COMMENCEMENT		PARENT TRACT BOUNDARY
R/W	RIGHT-OF-WAY	SQ	SQUARE		PLATTED LINE
O.R.I.	OFFICIAL RECORDS INSTRUMENT	FT	FEET		RIGHT-OF-WAY LINE
O.R.B.	OFFICIAL RECORDS BOOK	(P)	PLAT		SECTION LINE

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SKETCH OF DESCRIPTION
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MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF
BRADENTON

PROJECT NUMBER
GV56.813.000

Corey Fortin

From: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Sent: Thursday, April 18, 2024 8:23 AM
To: Corey Fortin
Subject: [EXTERNAL] RE: City of Bradenton - Alley Vacation

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning,

Comcast has no objection to this vacation. We have no facilities in the project area.

For future requests, please use the following email address:

swfl_betterments@comcast.com

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Sent: Thursday, April 18, 2024 8:03 AM
To: Murphy, Kevin <Kevin_Murphy4@comcast.com>
Subject: [EXTERNAL] FW: City of Bradenton - Alley Vacation
Importance: High

Mr. Murphy:

Good morning. Please see below and attached. I previously had an incorrect email address and this did not make it to you. I was hoping you could review and advise at your earliest convenience.

Thank you.

Corey

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

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From: Corey Fortin
Sent: Tuesday, April 9, 2024 1:17 PM
To: kevin.murphy@comcast.net
Cc: paul.brown@comcast.net
Subject: FW: City of Bradenton - Alley Vacation
Importance: High

Good afternoon, Mr. Murphy and Mr. Brown. To date I have not received a response to Mr. Perry's letter relative to the proposed alley vacation. While the letter did indicate that if we did not receive a response by March 31st the City will assume there is no objection, your reply to this email would be appreciated.

Please do not hesitate to contact me if you have any questions or need any additional information.

Thank you.

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

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From: Corey Fortin
Sent: Friday, March 15, 2024 11:49 AM
To: kevin.murphy@comcast.net
Subject: City of Bradenton - Alley Vacation

Good morning. Attached please find a letter from City Administrator, Rob Perry, relative to a proposed alley vacation. Please provide your response to this letter on or before March 31, 2024.

Thank you.

Corey

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

Corey Fortin

From: McFarlane, Alex <AMcFarlane@tecoenergy.com>
Sent: Thursday, April 11, 2024 9:14 AM
To: Corey Fortin
Subject: RE: [EXTERNAL] RE: City of Bradenton - Alley Vacation

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Corey,
TECO PGS has no objection to proposed alley vacation.

Thanks

Alex Mcfarlane
Gas Design Project Manager
Office: 813-275-3762
Cell: 813-557-6134

TECO
AN EMERA COMPANY

From: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Sent: Tuesday, April 9, 2024 1:14 PM
To: McFarlane, Alex <AMcFarlane@tecoenergy.com>
Subject: RE: [EXTERNAL] RE: City of Bradenton - Alley Vacation
Importance: High

Good afternoon, Mr. McFarlane. To date I have not received a response to Mr. Perry's letter relative to the proposed alley vacation. While the letter did indicate that if we did not receive a response by March 31st the City will assume there is no objection, your reply to this email would be appreciated.

Please do not hesitate to contact me if you have any questions or need any additional information.

Thank you.

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

TELEPHONE:
941/708-6300

CITY OF BRADENTON
BRADENTON, FLORIDA

1411 9th STREET WEST
BRADENTON, FL 34205

November 27, 2023

Mr. Robert Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205

RE: 20-foot Alley Vacation
City Centre & Parking Garage

Dear Mr. Perry:

The Department of Public Works & Utilities is in receipt of your November 15, 2023 letter requesting to vacate the subject alley that exists on parcel ID #3294300003. In particular, you are requesting vacation of the 20-foot wide alley as depicted on the attached boundary survey of the parcel, and as shown on the attached sketch, with corresponding survey/legal description.

We have reviewed our utility maps and other records related to this area and find that we have no current nor proposed utilities within the existing alley.

Accordingly, the City of Bradenton Department of Public Works & Utilities has no objection to, and does hereby acknowledge its consent to vacate the described alley.

Sincerely,

James K. McLellan, P.E.
Director Public Works & Utilities

Attachments

PRINTED ON RECYCLED PAPER

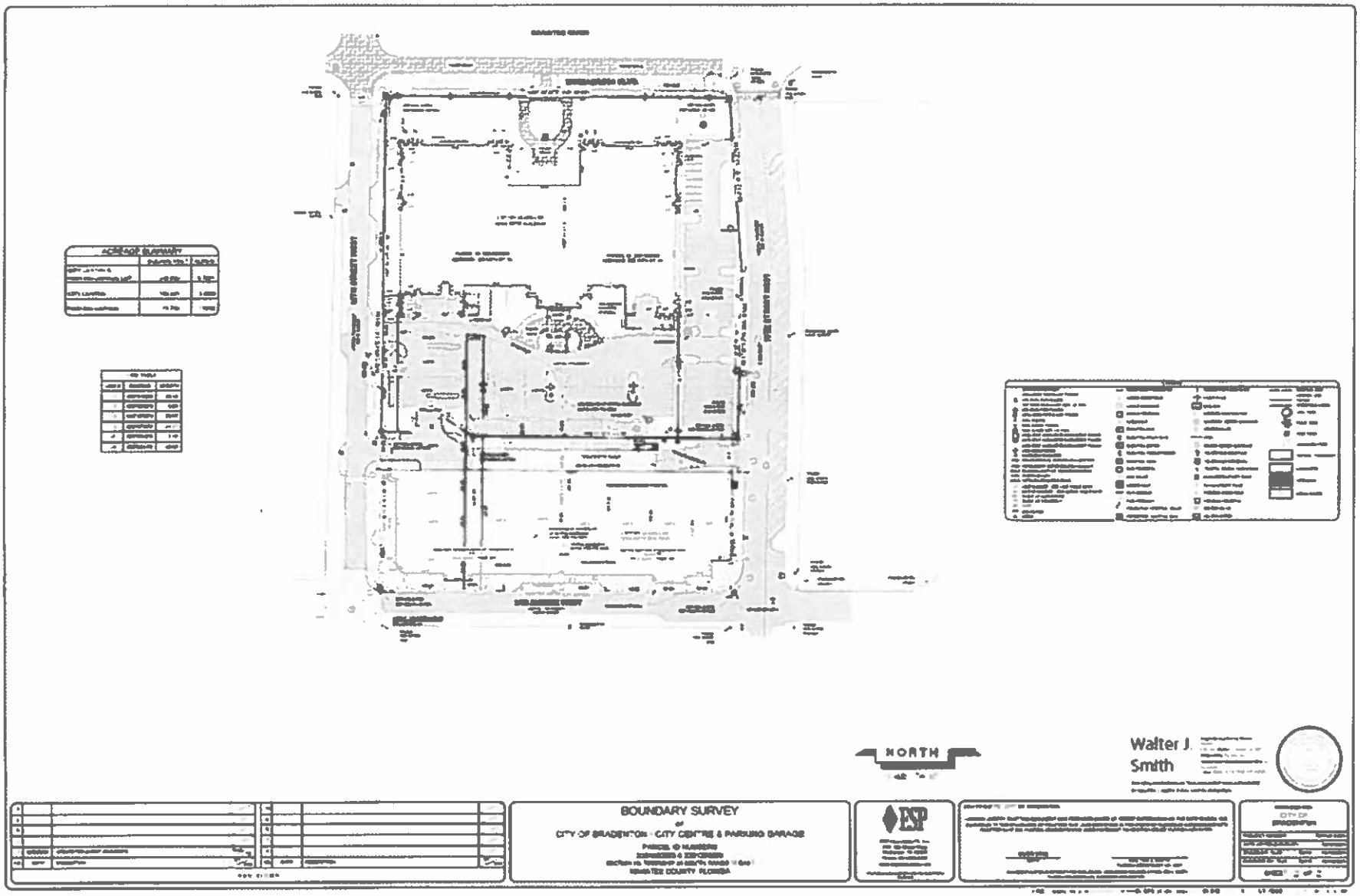
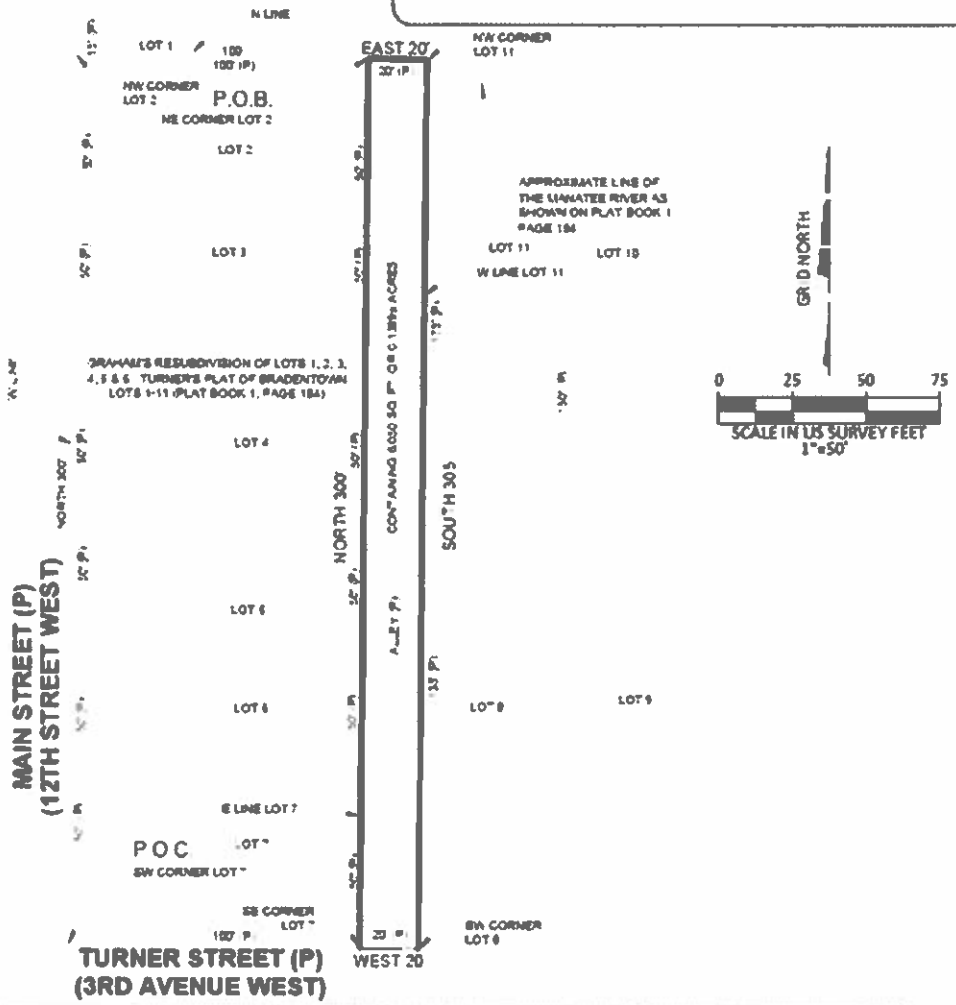

NORTH
Walter J.
Smith
BOUNDARY SURVEY
CITY OF BRADENTON - CITY CENTRE & PARKING GARAGE
ESP

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY



LEGEND

⊗	CALCULATED POINT	P.O.B.	POINT OF BEGINNING		EASEMENT BOUNDARY
FDOT	FLORIDA DEPT OF TRANSPORTATION	P.O.C.	POINT OF COMMENCEMENT		PARENT TRACT BOUNDARY
R/W	RIGHT-OF-WAY	SQ.	SQUARE		PLATTED LINE
O.R.I.	OFFICIAL RECORDS INSTRUMENT	FT.	FEET		RIGHT-OF-WAY LINE
O.R.B.	OFFICIAL RECORDS BOOK	P.	PLAT		SECTION LINE

ESP
ESP Associates FL Inc
516 13th Street West
Bradenton, FL 34205
Phone 941-345-5451
www.espassociates.com
PROFESSIONAL SURVEYORS AND MAPPERS
LB 6741

SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR
THE CITY OF
BRADENTON

PROJECT NUMBER
GV56 813 000

SHEET 2 OF 2

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 OF THE RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE NORTH ALONG THE WEST LINE OF SAID RE-SUBDIVISION PLAT, A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID RE-SUBDIVISION PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 OF SAID RE-SUBDIVISION PLAT, SAID POINT BEING THE POINT OF BEGINNING THENCE MEANDER EASTERLY ALONG THE WATERS EDGE AS SHOWN ON SAID RE-SUBDIVISION PLAT, A DISTANCE OF 20 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 11 OF SAID RE-SUBDIVISION PLAT, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND LOT 8, A DISTANCE OF 305 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID RE-SUBDIVISION PLAT, THENCE WEST 20 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID RE-SUBDIVISION PLAT, THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 2 THROUGH 7 OF SAID RE-SUBDIVISION PLAT A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING

CONTAINING 6,050 SQUARE FEET OR 0 1389 ACRES, MORE OR LESS

Walter J. Smith

Digitally signed by Walter J. Smith
DN: cn=Walter J. Smith, o=ESP Associates FL, Inc., ou, email=wjsmith@espassociates.com, c=US
Date: 2023.10.10 16:32:19-04'00'

WALTER J. SMITH
License No. 4807
STATE OF FLORIDA
Professional Surveyor and Mapper

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 ON 10/10/2023.

SHEET INDEX

SHEET 1	LEGAL DESCRIPTION & NOTES
SHEET 2	SKETCH OF DESCRIPTION

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED PLAT BEARING OF NORTH ALONG THE EAST LINE OF LOTS 2 THROUGH 7, TURNER'S PLAT OF BRADENTON
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17 050-.052, FLORIDA ADMINISTRATIVE CODE
3. THIS IS NOT A BOUNDARY SURVEY
4. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 2 PAGES EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT. THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION"

CERTIFICATION

CERTIFIED TO: THE CITY OF BRADENTON

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES

DATE

WALTER J SMITH
FLORIDA CERTIFICATE NO 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

ESP
ESP Associates FL, Inc.
518 13th Street West
Bradenton, FL 34205
Phone: 941-345-5451
www.espassociates.com
PROFESSIONAL SURVEYORS AND MAPPERS
LB 8743

SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

Corey Fortin

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Thursday, May 23, 2024 8:44 AM
To: David Cronkhite
Cc: Corey Fortin; Kim Clayback
Subject: RE: [EXTERNAL] RE: City of Bradenton - Alley Vacation

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning,

Given the information provided in the documentation, FPL has no objection to the Alley Vacation.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com
Power Delivery
FPL Recognize an employee today!
Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com



From: David Cronkhite <David.Cronkhite@bradentonFL.gov>
Sent: Wednesday, May 8, 2024 9:10 AM
To: Garver, Brian <Brian.Garver@fpl.com>
Cc: Corey Fortin <Corey.Fortin@bradentonFL.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>
Subject: [EXTERNAL] RE: City of Bradenton - Alley Vacation
Importance: High

Brian,

I hope this helps. The alley in question appears on an old plat (Plat Book 1, page 184). The parcel is the old City Auditorium site that is now City Hall, Police Department and a parking garage. While researching the property records, no record of an alley vacation was found. The City is now trying to remedy this, since the parking garage is over the alley. The FPL facilities that run east-west just north of and parallel with 3rd Avenue West are within a 15-foot wide FPL utility easement, recorded in Official Records Book 1580, page 4427. Also, there was an underground power line that ran northwest from the FPL manhole on the north side of 3rd Avenue West to City Hall. This line was rerouted when the

parking garage was built. It now enters the site from 10th Street West, just north of the parking garage. The alley vacation would not affect the FPL facilities running parallel with 3rd Avenue West, since they are covered by the FPL utility easement (ORB 1580, Pg. 4427). Moreover, the City is not asking for the FPL utility easement to be released. I have enclosed the boundary survey for the City Centre site and a graphic with an aerial. If you have any questions, let me know. Thank you.

David Cronkhite, PSM
City Surveyor
City of Bradenton
Public Works and Utilities
1411 9th Street West
Bradenton, Fl. 34205
(941) 462-1984 Direct
(941) 708-6300 x229
(941) 290-9281 Cell
David.Cronkhite@bradentonFL.gov

From: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Sent: Friday, April 26, 2024 1:24 PM
To: Kim Clayback <Kim.Clayback@bradentonFL.gov>; David Cronkhite <David.Cronkhite@bradentonFL.gov>
Subject: FW: [EXTERNAL] RE: City of Bradenton - Alley Vacation
Importance: High

Good afternoon. The City is trying to do an alley vacation on the City Centre property. Four of the utilities have signed off that they have no objection. Below is the response from Florida Power & Light. Rob asked that I reached out to both of you to see if you can advise who is responsible for doing the locate and relocation, how it is done or if you have any comments on what needs to happen to move forward with the vacation. Please advise.

Thank you!

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

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certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Wednesday, April 17, 2024 2:17 PM
To: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Subject: RE: [EXTERNAL] RE: City of Bradenton - Alley Vacation

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good afternoon Corey,

I believe we have some necessary facilities running along the 20' of the southern edge of the easement. A set of locates should be able to confirm this. If they are running within the easement, we may require some time for relocation as they would be major facilities.



Let me know.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E

Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com
Power Delivery
FPL Recognize an employee today!

Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com.



From: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Sent: Wednesday, April 10, 2024 1:02 PM
To: Garver, Brian <Brian.Garver@fpl.com>
Subject: RE: [EXTERNAL] RE: City of Bradenton - Alley Vacation

Good afternoon. Please see image below. So it is basically an alley that goes right through the middle of the current City Hall Site from 3rd Avenue West to Barcarrota Blvd. Does this help?



Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

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From: Garver, Brian <Brian.Garver@fpl.com>
Sent: Wednesday, April 10, 2024 10:20 AM
To: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Subject: [EXTERNAL] RE: City of Bradenton - Alley Vacation

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good morning Corey,

I had trouble identifying the area in question, unfortunately. Could you send me a google image highlighting the area in question. I will look at it again today.

Thank you,

Brian Garver
Delivery Assurance Lead / Relocation Coordinator
Whitfield Service Center – FPL
1253 12th Ave E
Palmetto, FL 34221
Office: 941-723-4442 Cell: 239-231-9471
Email: Brian.Garver@fpl.com
Power Delivery
FPL Recognize an employee today!
Please contact me with any questions or concerns. If you cannot reach me, feel free to contact my Supervisor Stephen Norton at (o) 941-927-4200 or Stephen.Norton@fpl.com



From: Corey Fortin <Corey.Fortin@bradentonFL.gov>
Sent: Tuesday, April 9, 2024 1:11 PM
To: Garver, Brian <Brian.Garver@fpl.com>

Subject: FW: City of Bradenton - Alley Vacation
Importance: High

Good afternoon, Mr. Garver. To date I have not received a response to Mr. Perry's letter relative to the proposed alley vacation. While the letter did indicate that if we did not receive a response by March 31st the City will assume there is no objection, your reply to this email would be appreciated.

Please do not hesitate to contact me if you have any questions or need any additional information.

Thank you.

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton
101 12th St. W.
Bradenton, FL 34205-7865
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From: Corey Fortin
Sent: Friday, March 15, 2024 11:46 AM
To: brian.garver@fpl.com
Subject: City of Bradenton - Alley Vacation

Good morning. Attached please find a letter from City Administrator, Rob Perry, relative to a proposed alley vacation. Please provide your response to this letter on or before March 31, 2024.

Thank you.

Corey

Corey J. Fortin
Policy, Planning, Procedures & Real Estate Administrator
City of Bradenton

101 12th St. W.
Bradenton, FL 34205-7865
(941) 932-9451
www.cityofbradenton.com

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
August 14, 2024

Staff Report

Ordinance No.: 4048
Case No.: RV.24.2186
Applicant: City of Bradenton
Address: 101 12th Street West
Parcel ID: 3294300003
Current Zoning: T6 (Urban Core Transect District)
Future Land Use: URBCORE (Urban Core)
Flood Zone: AE, X

Surrounding Property Zoning:

Current Zoning: North: T6 (Urban Core Transect District)
South: T5 (Urban Center Transect District)
East: T6 (Urban Core Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

The City of Bradenton (applicant/owner) has submitted a right-of-way vacation application requesting to vacate a 20-foot-wide alley located on property at 101 12th Street West. The proposed vacation is approximately 6,050-sq. ft. or 0.1389 acres in size.

The applicant is requesting the vacation in order clear the property of unused right-of-way in preparation for future redevelopment opportunities with the current City Hall/Police Department complex.

In review of the submitted survey, the subject right-of-way runs in a north/south direction from just south of the City Hall trash receptacle area, through a portion of the City Hall surface parking lot and parking garage, and terminating at 3rd Avenue West.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for

the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way are no longer being utilized by any public or public-serving agencies, so it appears that the proposed vacation will not be detrimental to public health, safety, welfare, or convenience.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 *Vacation of public rights-of-way or public easements.* The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 *Application.* Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 *Public Notice.* shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 *Review of Application.* The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its

recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 *Approval/Denial.*

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 *Public Recording.* The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

COMPREHENSIVE PLAN:

Transportation Element:

Objective 1.5 Right-of-Way Preservation
Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right of way is protected and preserved.

Policy 1.5.1 Right-of-Way Contributions
The City shall seek donations or dedications of needed right-of-way by developers, where feasible.

Policy 1.5.2 Impact of Right-of-Way on Natural Systems
The City shall coordinate with land owners and governmental entities to ensure the location and design or

roadway and public transit rights-of-way, and improvements therein, shall minimize direct and indirect impacts to jurisdictional wetland areas, rivers, lakes, and streams, as well as listed species.

Policy 1.5.3 Transit System Right-of-Way

The City shall consider, and include as necessary, transit and alternative mode corridor protection and reservation through the inclusion of appropriate bus and rail transit corridors, and alternative mode corridors on the Transportation Map series.

Policy 1.5.4 Provision of Adequate Access to Land Use Activities

To provide adequate access to land use activities, the City shall enforce policies, standards and regulations that relate the design, function and balance of the transportation facilities to the type, size and location of the land uses that they serve.

Staff Comments:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

Planning Commission met on July 17, 2024 and recommended XXX of Ordinance 4048 / Case RV.24.2186 by a vote of XXXX.

Respectfully submitted,

Gregory J. DeLong
Assistant PCD Director

EXHIBITS:

EXHIBIT A: Location Map

EXHIBIT B: Future Land Use Map

EXHIBIT C: Zoning Map

EXHIBIT D: Sketch of Description – Map of Right-of-Way

EXHIBIT E: Sketch of Description – Legal Description

EXHIBIT F: Boundary Survey

EXHIBIT "A"
Location Map



EXHIBIT "B"
Future Land Use Map



EXHIBIT "C"
Zoning Map



EXHIBIT "D"
Sketch of Description – Map of Right-of-Way

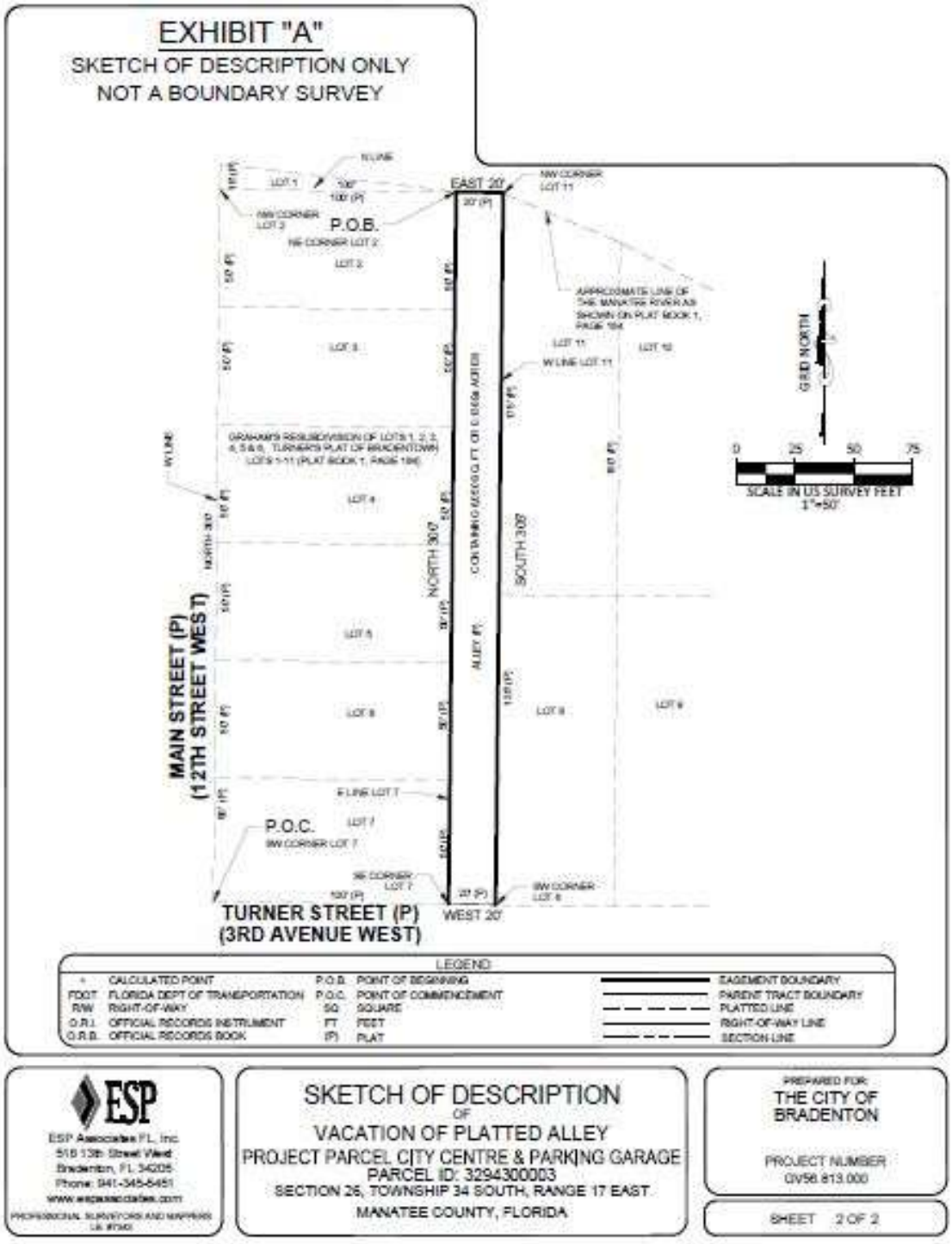


EXHIBIT "E"
Sketch of Description – Legal Description

EXHIBIT "A"

SKETCH OF DESCRIPTION ONLY
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION

THE ALLEY, RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTON AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING BOUND ON THE WEST BY LOTS 2 THROUGH 7, ON THE EAST BY LOTS 7 THROUGH 11, ON THE SOUTH BY THE NORTH R/W OF TURNER STREET AND ON THE NORTH BY THE MANATEE RIVER AS SHOWN ON SAID PLAT. BEING PART OF SECTION 26, IN TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE COUNTY OF MANATEE, RESIDING IN THE CITY OF BRADENTON, STATE OF FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7 OF THE RE-SUBDIVISION OF LOTS 1 THROUGH 6, TURNER'S PLAT OF BRADENTOWN AS RECORDED IN PLAT BOOK 1, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH ALONG THE WEST LINE OF SAID RE-SUBDIVISION PLAT, A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID RE-SUBDIVISION PLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 OF SAID RE-SUBDIVISION PLAT, SAID POINT BEING THE POINT OF BEGINNING; THENCE MEANDER EASTERLY ALONG THE WATERS EDGE AS SHOWN ON SAID RE-SUBDIVISION PLAT, A DISTANCE OF 20 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF LOT 11 OF SAID RE-SUBDIVISION PLAT; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND LOT 8, A DISTANCE OF 305 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID RE-SUBDIVISION PLAT; THENCE WEST 20 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID RE-SUBDIVISION PLAT; THENCE NORTH ALONG THE EAST LINE OF SAID LOTS 2 THROUGH 7 OF SAID RE-SUBDIVISION PLAT A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,050 SQUARE FEET OR 0.1389 ACRES, MORE OR LESS.

WALTER J. SMITH
License Number
4807
STATE OF FLORIDA
Professional Surveyor and Mapper

SHEET INDEX

SHEET 1:	LEGAL DESCRIPTION & NOTES
SHEET 2:	SKETCH OF DESCRIPTION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WALTER J. SMITH, P.S.M. 4807 ON 10/10/2023.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED PLAT BEARING OF NORTH ALONG THE EAST LINE OF LOTS 2 THROUGH 7, TURNER'S PLAT OF BRADENTON.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS SKETCH OF DESCRIPTION DOCUMENT CONSISTS OF 2 PAGES, EACH PROVIDING UNIQUE INFORMATION REGARDING THIS PROJECT, THEREFORE ALL PAGES CONSTITUTE THE "SKETCH OF DESCRIPTION".

CERTIFICATION

CERTIFIED TO: THE CITY OF BRADENTON

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED UNDER MY DIRECT SUPERVISION ON THE DATE SHOWN AND CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA IN ACCORDANCE WITH CHAPTER 5J-17.052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE

WALTER J. SMITH
FLORIDA CERTIFICATE NO. 4807

DOCUMENT NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND SEAL OF WALTER J. SMITH FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

ESP

ESP Associates FL, Inc.
515 13th Street West
Bradenton, FL 34205
Phone: 941-345-8451
www.espassociates.com
PROFESSIONAL SURVEYORS AND MAPPERS LB: 8730

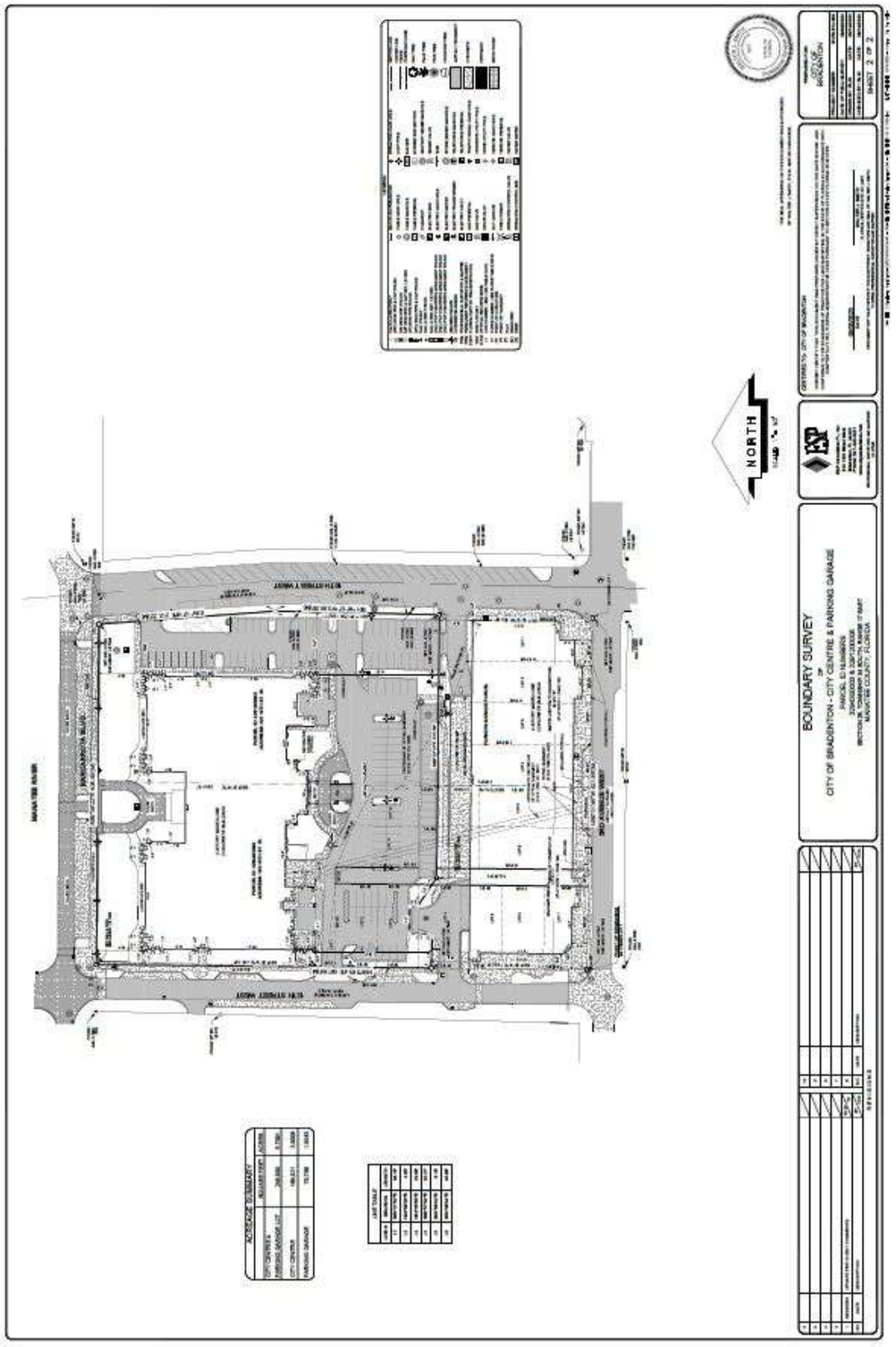
SKETCH OF DESCRIPTION
OF
VACATION OF PLATTED ALLEY
PROJECT PARCEL CITY CENTRE & PARKING GARAGE
PARCEL ID: 3294300003
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PREPARED FOR:
THE CITY OF BRADENTON

PROJECT NUMBER
GV56.813.000

SHEET 1 OF 2

EXHIBIT "F"
Boundary Survey



City Council
August 14, 2024

Ordinance 4048 / Case Number RV.24.2186

Request to vacate a 20-foot wide alley located on property at 101 12th Street West

Staff Contact: Greg DeLong; Asst. PCD Director

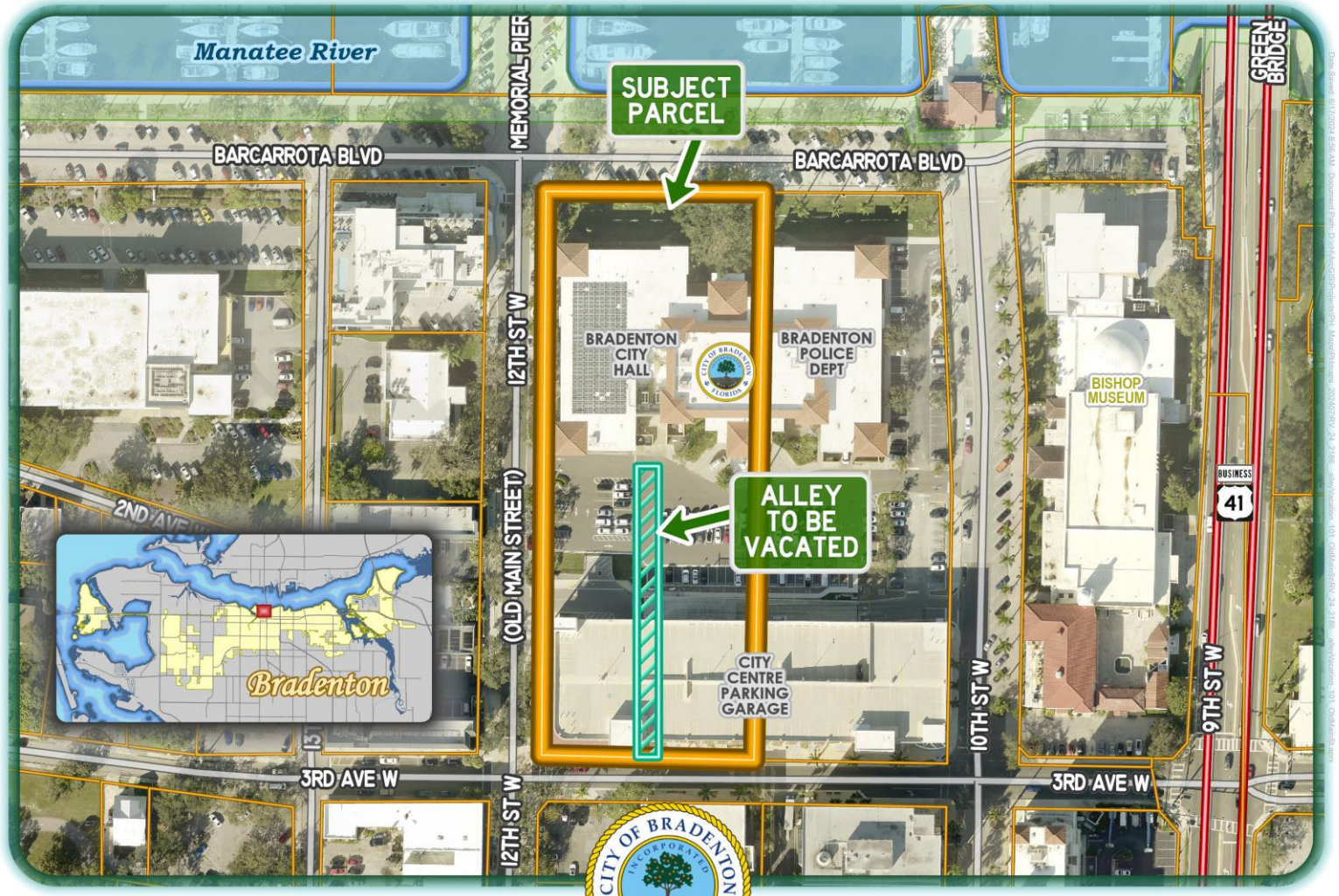
Case Information

- Applicant: City of Bradenton
- Address: 101 12th Street West
- General Location: North of 3rd Avenue West; East of 12th Street West; and West of 10th Street West
- Area Size: Approx. 6,050-sq. ft. (0.1389 acres)
- Current Zoning: T6 (Urban Core)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: AE, X
- Existing Use: City Hall / Police Complex
- Purpose: Prepare the property for potential redevelopment opportunities

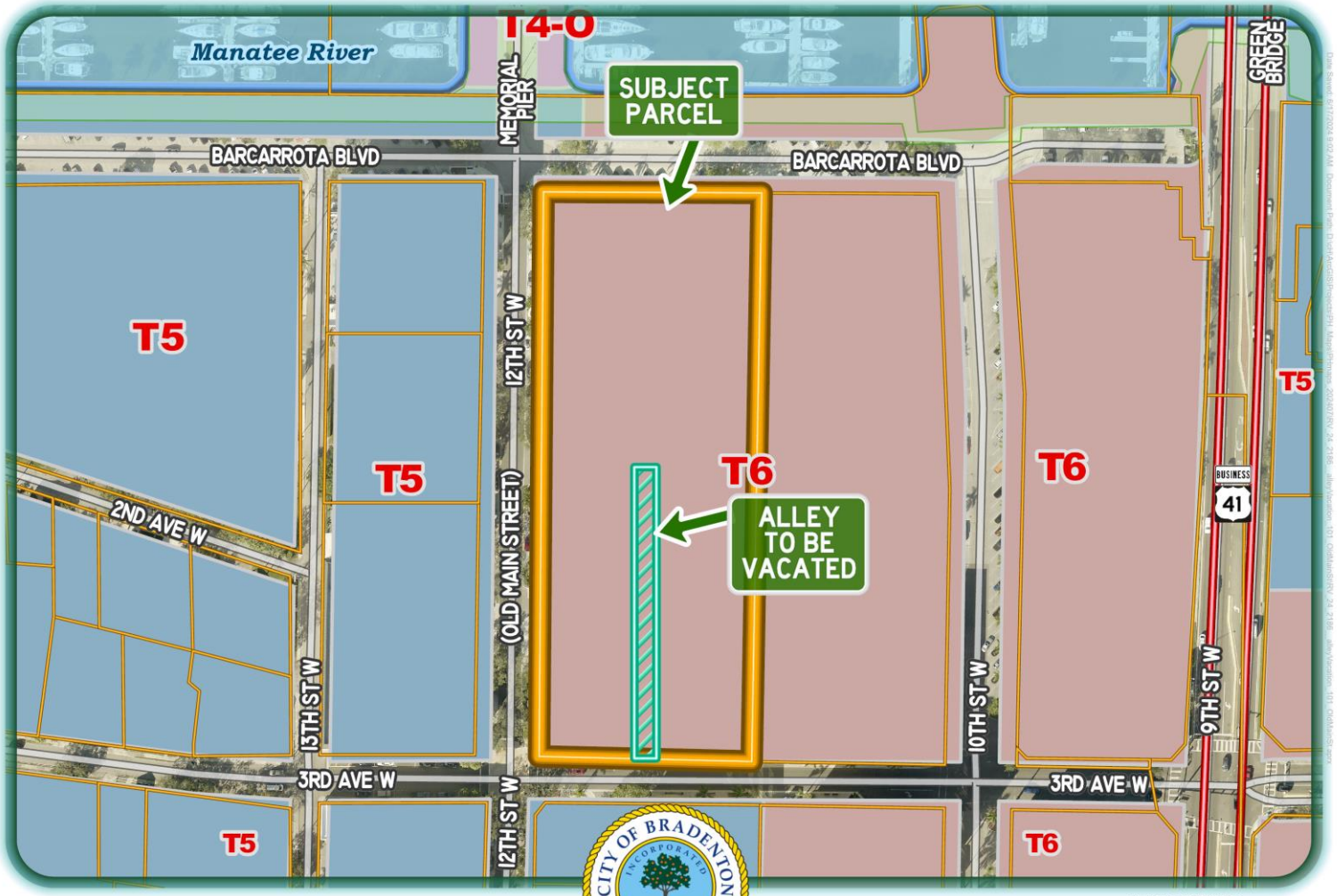
Request

- Vacate a 20-ft. wide alley located at 101 12th Street West
- Request is approximately 6,050-square feet (0.1389 acres) in size
- Subject alley runs in a north/south direction:
  - From just south of the City Hall trash receptacle area
  - Through a portion of the City Hall surface parking lot and parking garage
  - Terminating at 3rd Avenue West
- Purpose of vacation is to prepare the subject property for future redevelopment opportunities
- Utility companies have all signed off on the proposed request

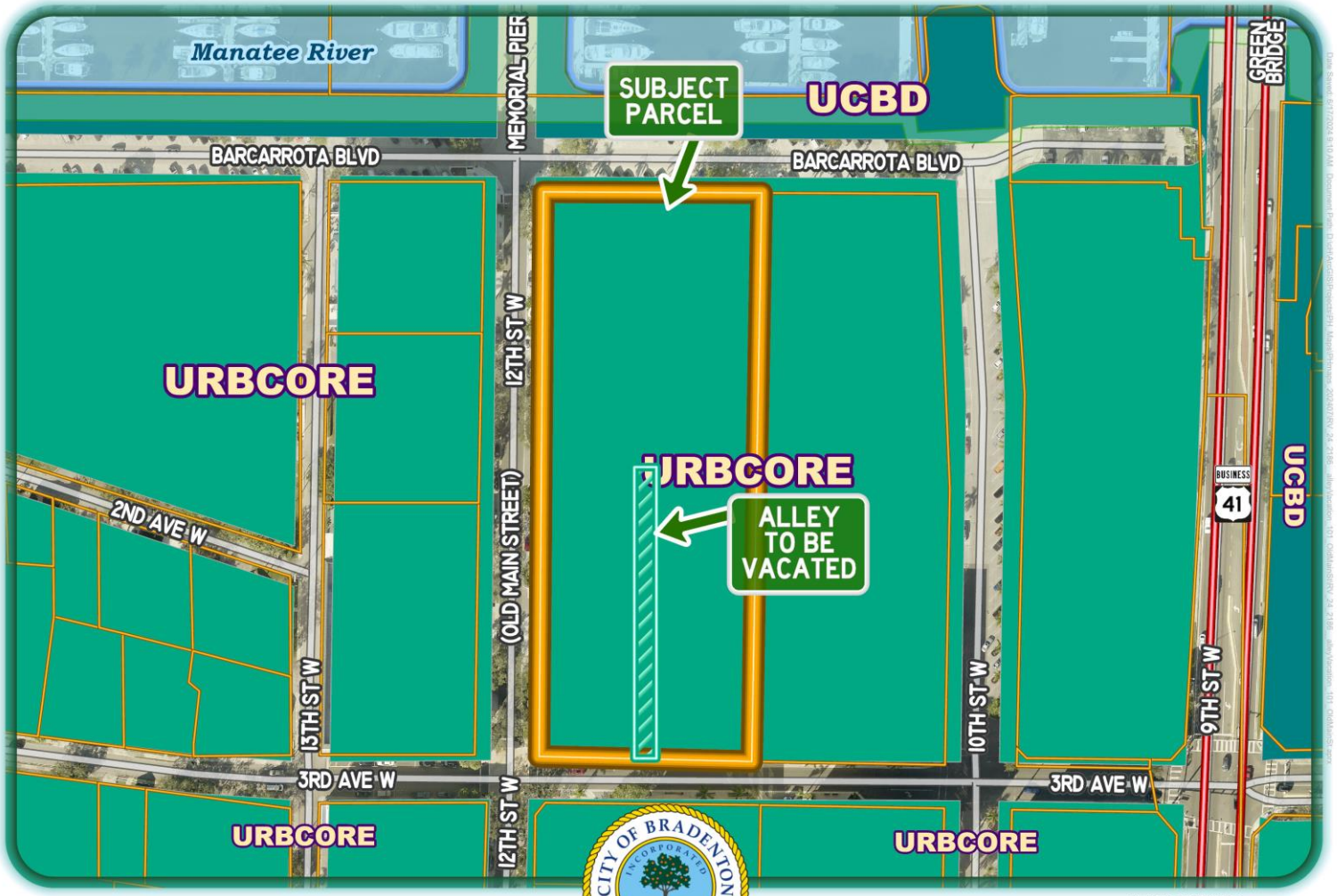
Location Map



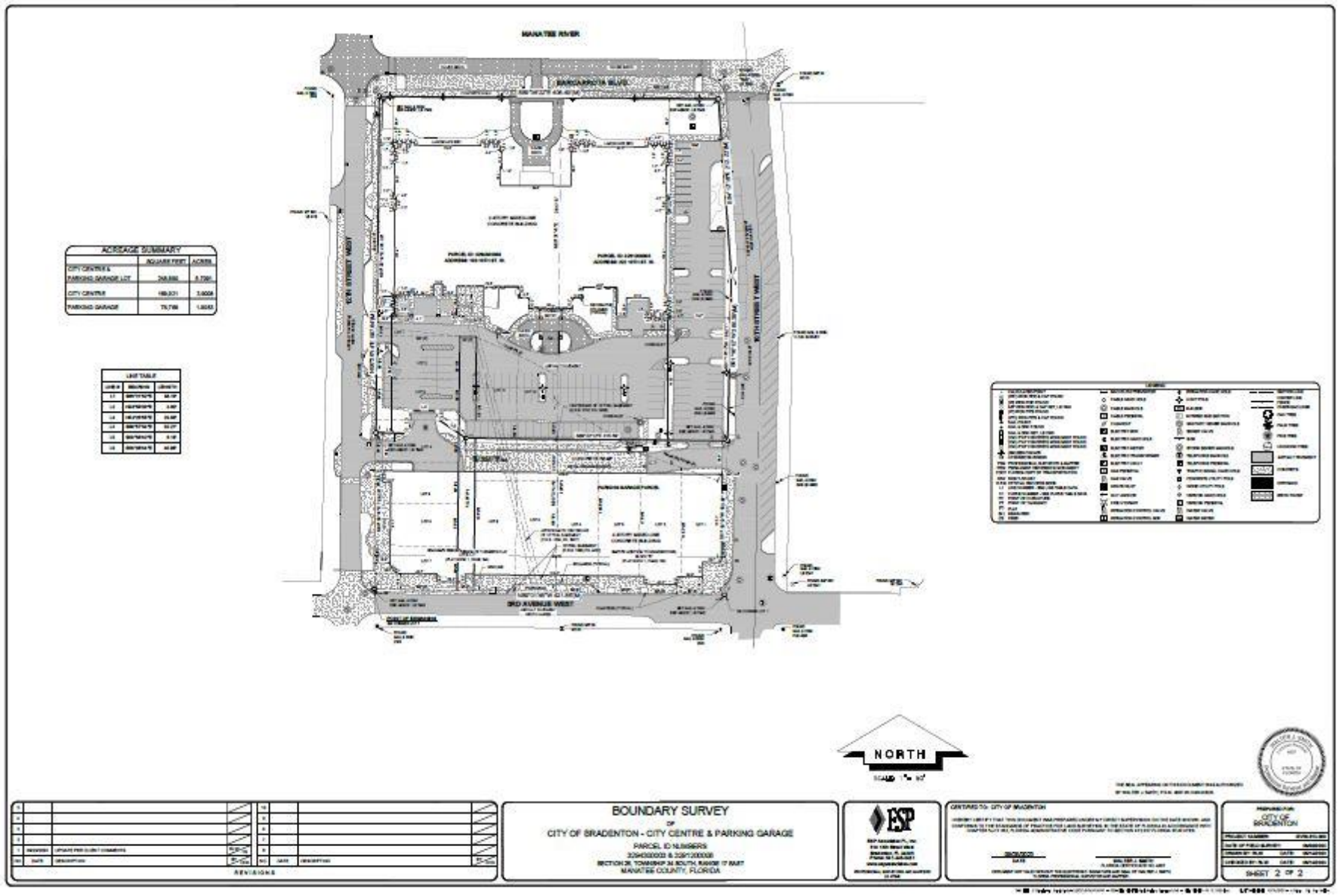
Zoning Map


T4-O
Manatee River
SUBJECT PARCEL
MEMORIAL PIER
BARCARROTA BLVD
BARCARROTA BLVD
GREEN BRIDGE
T5
T5
T6
T6
T5
ALLEY TO BE VACATED
2ND AVE W
12TH ST W
(OLD MAIN STREET)
15TH ST W
10TH ST W
9TH ST W
BUSINESS 41
3RD AVE W
3RD AVE W
12TH ST W
T5
T6
RV.24.2186 Alley Vacation
owner: City of Bradenton
101 Old Main Street
PID: 3294300003
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 30 60 90
Yards
LEGEND
Subject Parcel
Other Parcels
Alley to be Vacated

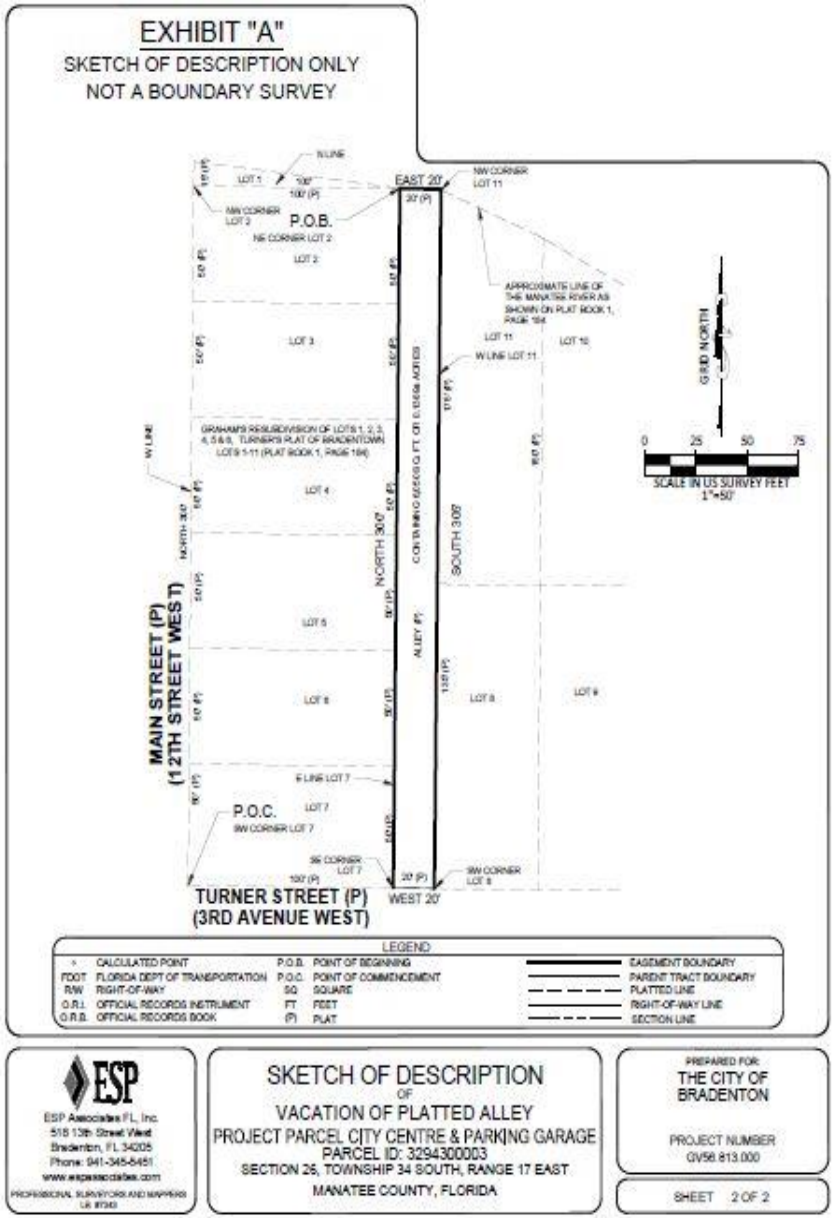
Future Land Use Map

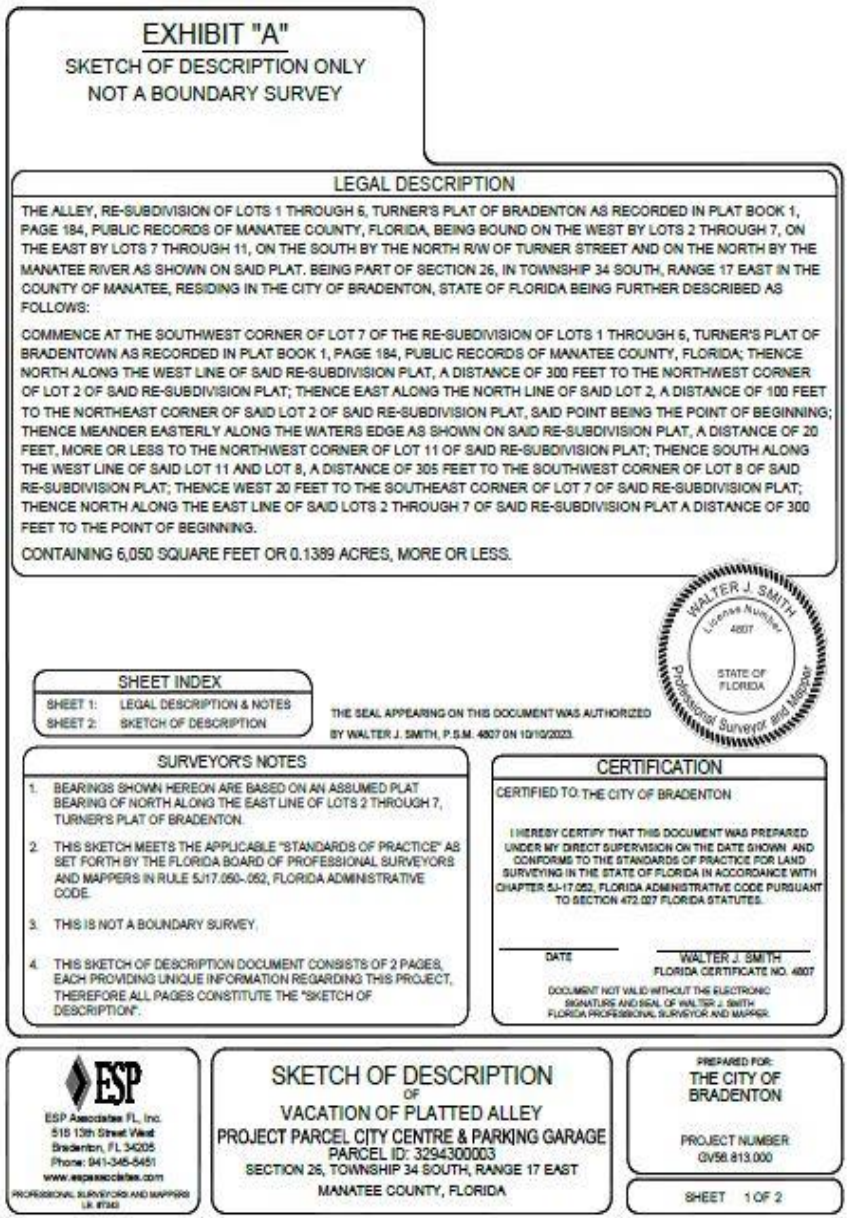


Boundary Survey



Sketch and Legal Description





Existing Conditions (Looking South)



Existing Conditions (Looking North)



Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application
    - ✓ *Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way*

Comprehensive Plan

- Objective 1.5 Right-of-Way Preservation

  Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right-of-way is protected and preserved.

  ✓ *The subject right-of-way is already built upon, even with a structure (parking garage). Combining this with the fact utility companies have signed off on the request, it appears that the subject right-of-way is not needed*

Staff Comments

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

Planning Commission met on July 17, 2024, and recommended to City Council XXXXX of Ordinance 4048, Case RV.24.2186 (vote XXXXX)

AGENDA ITEM NO. 9.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4049 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-86 OF THE CITY'S CODE OF ORDINANCES TO ADD DEFINITIONS; AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), 70-92(H), and 70-92(I); REQUIRING PRIVATE LATERALS AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING PRIVATE LATERAL AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE PRIVATE LATERALS; REQUIRING THE OWNER OR OPERATOR OF A PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM TO REPAIR OR REHABILITATE SUCH SYSTEMS TO ABATE EXCESSIVE INFLOW AND INFILTRATION; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at the first reading. The second

reading and public hearing is scheduled for August 14, 2024.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
It is in the best interest of the environment and the residents of the City of Bradenton that private laterals and private wastewater collection and transmissions systems ("WCTS") are maintained in a state of good working order.

The City finds it is in the best interest of City residents to amend the Code of Ordinances to require owners of private laterals and private WCTS connected to the City's sewer collection system to maintain such private laterals and private WCTS in good working order, to require inspections of such private laterals and private WCTS upon certain occurrences, to provide requirements for such inspections, to require the replacement or rehabilitation of defective private laterals and private WCTS, and to provide for any violations to be subject to enforcement.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at the first reading. The second reading and public hearing is scheduled for August 14, 2024.

ATTACHMENTS:
Ordinance 4049

ORDINANCE NO. 4049

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 70, ARTICLE III, SECTION 70-86 OF THE CITY'S CODE OF ORDINANCES TO ADD DEFINITIONS; AMENDING CHAPTER 70, ARTICLE III, SECTION 70-92 OF THE CITY'S CODE OF ORDINANCES, TO ADD NEW SECTIONS 70-92(D), 70-92(E), 70-92(F), 70-92(G), 70-92(H), and 70-92(I); REQUIRING PRIVATE LATERALS AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEMS TO BE MAINTAINED BY THE PROPERTY OWNER IN GOOD WORKING ORDER; REQUIRING PRIVATE LATERAL AND PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM INSPECTIONS UPON CERTAIN OCCURRENCES; PROVIDING INSPECTION REQUIREMENTS; REQUIRING THE PROPERTY OWNER TO REPLACE OR REHABILITATE DEFECTIVE PRIVATE LATERALS; REQUIRING THE OWNER OR OPERATOR OF A PRIVATE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM TO REPAIR OR REHABILITATE SUCH SYSTEMS TO ABATE EXCESSIVE INFLOW AND INFILTRATION; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the best interest of the environment and the residents of the City of Bradenton that private laterals and private wastewater collection and transmissions systems ("WCTS") are maintained in a state of good working order; and

WHEREAS, private laterals and private WCTS belong to private property owners and are not city owned infrastructure but are connected to and affect City owned infrastructure; and

WHEREAS, a defective private lateral or private WCTS can allow surface inflow, groundwater, root infiltration and debris ingress that contribute to sanitary sewer overflows, which increases the burden on the City's sewer collection system; and

WHEREAS, a defective private lateral or private WCTS can allow surface inflow, groundwater, root infiltration and debris ingress that contribute to sanitary sewer overflows, which increases the burden on the city's sewer collection system; and

WHEREAS, the City wishes to reduce the amount of inflow and infiltration originating from defective private laterals and private WCTS; and

WHEREAS, the City finds it is in the best interest of City residents to amend the Code of Ordinances to require owners of private laterals and private WCTS connected to the City's sewer collection system to maintain such private laterals and private WCTS in good working order, to require inspections of such private laterals and private WCTS upon certain occurrences, to provide requirements for such inspections, to require the replacement or rehabilitation of defective private laterals and private WCTS, and to provide for any violations to be subject to enforcement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

A. Chapter 70, Article III, Section 70-86 shall be amended to add the following definitions, to be inserted in alphabetical order within the existing definitions:

Sec. 70-86. – Definitions.

Gravity sewer means a pipe that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.

Infiltration means water other than wastewater that enters a WCTS (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes.

Inflow means water other than wastewater that enters a WCTS (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm water, surface runoff, street wash waters, or drainage.

I&I means the total quantity of water introduced to a WCTS from inflow and infiltration.

Private WCTS means a privately owned WCTS that discharges into the City WCTS, but excluding single family residences.

Private lateral means the building drain and building sewer, as defined herein.

Substantial improvement means improvement of a building or structure for which the construction estimate of such improvement is 50% or greater of the assessed value.

Wastewater collection and transmission system ("WCTS") means all pipes, force mains, gravity sewer lines, lift stations, manholes, and appurtenances thereto for the collection and conveyance of municipal sewage (domestic, commercial and industrial) to another WCTS or to the city's wastewater treatment facility.

B. Chapter 70, Article III, Section 70-92 shall be amended to add Sections (d), (e), (f), (g), (h), and (i), as follows:

Section 70-92. – ~~Building sewers~~ Private laterals and connections

(a) *Permit required.* No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenances thereof without first obtaining a written permit from the superintendent.

(b) *Separate sewer required for each building; exception.* A separate and independent building sewer shall be provided for every building; except that where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer.

(c) *Connections to public sewer.* The connection of the building sewer into the public sewer shall be made at the "Y" or single branch, if such branch is available at a suitable location. If "Y" or single branch is not available, the city will install a single or "Y" branch at the discretion of the director. The invert of the building sewer at the point of connection shall be at the same or at a higher elevation than the invert of the public sewer. A smooth, neat joint shall be made and the connection made secure and watertight by encasement in concrete to be inspected by the director. Special fittings may be used for the connection only when approved by the director.

(d) *Private Lateral.* Private laterals shall be maintained by the property owner in good working order. Property owners are responsible for the maintenance of the private lateral and the repair, rehabilitation or replacement of the private lateral located within their property boundary, up to the City right-of-way or easement. A private lateral is not in good working order and shall be deemed defective for purposes of this section if any of the following conditions exist upon inspection by a licensed plumbing contractor, or by the City Department of Public Works during inspection of the City sewer collection system:

(1) Evidence of pipe or joint cracks or deterioration;

(2) Root intrusion into a pipe that separates a pipe joint or enlarges an existing crack;

(3) A misaligned pipe segment, sag, or lack of positive flow gradient;

(4) A downspout drain, defective cleanout or other connection that allows storm water or other extraneous water to enter the sanitary sewer collection system;

(5) A flaw or active leak that allows the discharge of sewage on the property or the introduction of extraneous water into the sanitary sewer collection system;

(6) Root intrusion into a private lateral;

(7) Debris ingress from a private lateral that enters the City sewer collection system;

(8) Evidence a non-sanitary sewage discharge from a private lateral to the City sewer collection system; or

(9) Evidence of structural defects in a private lateral identified during smoke testing of the City sewer collection system.

(e) *Private lateral inspections.*

(1) Within thirty (30) days following the occurrence of any of the following, the property owner shall have the private lateral inspected as provided in this section:

a. A building permit application is filed for an improvement on the property that meets any of the following conditions:

(i) The work would alter or expand any component of the building collection system that flows into the private lateral, including any drain or fixture, such that the flow into the City sewer system would be substantially increased;

(ii) The work would involve any repair, alteration, improvement or replacement of any portion of the private lateral;

(iii) The work would include the addition, replacement, or relocation of any plumbing fixture that would result in a substantial increase in wastewater flow into the City sewer system;

(iv) The work constitutes a substantial improvement, as such term is defined in Section 70-86 herein;

(v) The work would result in the addition of 70 square feet or more to an existing building;

(vi) A building is to be demolished and the private lateral is to remain in place; or

(vii) The work includes any new connection to an existing private lateral.

b. The city observes an open and obvious condition indicating a defective private lateral, in which case the city shall immediately (within 10 days of the city's observation) notify property owner of same, including reference to this ordinance, and shall track the owner's response to the notice. The city may, for good cause, grant an extension regarding the inspection requirement set forth in this subsection (f) herein. In determining whether good cause exists, the Director may take into account the cost to the property owner of inspection, the likelihood that such inspection would identify defects, and whether an extension is necessary to avoid undue hardship to a property owner.

(f) Inspection requirements. Inspections of private laterals must be performed by a licensed plumbing contractor. The inspection and recording must be performed so that it is possible to clearly observe and assess the condition of the full length of the private lateral. A closed-circuit television (CCTV) camera or other video recording technology is required, and proper lighting must be used such that the condition of the full length of the pipe can be inspected and recorded. Any debris, roots, or grease that impede the camera or interfere with the ability to fully view the pipe condition must be removed prior to inspection and all such conditions must be recorded and reported. All private lateral inspections must include a report summarizing the conditions found in the private lateral and the date of delivery of the report to the property owner. The property owner shall submit a copy of the report, and video recording if applicable, to the city within 30 calendar days following the property owner's receipt of such report.

(g) Replacement or rehabilitation of defective private laterals. If a private lateral is found to be defective, it shall be rehabilitated or replaced by the property owner within 365 calendar days following the date on which the property owner became aware that the private lateral was defective, unless an extension is granted by the Director of Public Works upon a determination of good cause. In determining whether good cause exists, the Director may take into account the cost to the property owner of replacement or rehabilitation, the severity of the defects identified, and whether an extension is necessary to avoid undue hardship to a property owner. Notwithstanding the foregoing, should the city determine that the defective private lateral is in such a condition that it constitutes an immediate threat to the public health, safety and welfare, the city

may require the property owner to repair, rehabilitate or replace the private lateral immediately. Under such conditions the city may also utilize the procedures for unsafe structures under Section 18-36.

(h) R*equirements regarding private WCTS.* Any person or entity owning or operating a private WCTS shall comply with the following requirements.

(1) *City inspections authorized*. The city may inspect any private WCTS periodically to ensure the integrity of the system. An inspection and re-inspection fee may be established by resolution of the city council. Such fees may be assessed for each collection system inspection and re-inspection. The collection system inspection may include, without limitation:

a. Examination of relevant documents and records in the owner or operator's possession;

b. Review of the results of any inspections or assessments;

c. Evaluation of compliance with operation and maintenance requirements; and

d. Review of data provided for evidence of excessive I&I.

(2) *I&I abatement*. If there is reasonable evidence that there may be excessive I&I within the private WCTS, the city, at its discretion and cost, may hire an outside contractor to install a flow meter or any other measurement device at the point of connection to determine whether a private WCTS is allowing excessive amounts of I&I to enter the city's WCTS. The city shall provide reasonable notice when there is reason to need access to the flow meter or other measurement device. Should the city determine that excessive amounts of I&I are entering the city's system from a private WCTS, the owner or operator of the private WCTS shall, at its expense, investigate and inspect the private WCTS to determine the cause(s). The owner or operator shall, at its expense, plan, design, and construct any necessary repairs or replacements to the system and shall secure all applicable permits or authorizations. All work shall be completed by a qualified licensed contractor and may be inspected by the city at the city's discretion. Post-construction flow monitoring (at the original monitoring location) may be conducted by the city at its expense to determine whether mitigation measures have proven effective at reducing I&I to acceptable levels.

(I) *Enforcement.* The owner or operator of a private WCTS who fails to comply with the requirements of this section shall be deemed to be maintaining an illicit discharge into the City sewer system, as described in Section 70-192, and shall be subject to penalties and enforcement actions as described in that Article.

Additionally, the current utility service being provided by the City to the property may be terminated in accordance with Section 70-43.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 herein upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	July 24, 2024
PUBLICATION DATE	July 26, 2024
SECOND READING	August 14, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th, day of August, 2024.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 10.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Caddy's Half Marathon

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A special event application requesting approval for the Caddy's Half Marathon to be held March 23, 2025 along Riverwalk, the Green Bridge and the Palmetto Pier. The event will require FDOT bridge closure approval. They have an expectation of 500 participants.

Event Review Committee recommends approval with the following stipulations: FDOT Bridge Closure Approval, two Bradenton Police Department Extra Duty Officers onsite, and compliance of all COB Special Event Standards.

SUGGESTED MOTION:
Motion to approve the Caddy's Half Marathon event with the following stipulations from staff:

1. Florida Department of Transportation bridge closure approval
2. Two Bradenton Police Department extra duty officers onsite
3. Compliance of all City of Bradenton Special Event Standards

ATTACHMENTS:
Caddy's Half Marathon Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Run941 Date of Application: 04/09/2024

Contact Name: Thierry Rouillard Contact Phone 1: 941 539 3756

Contact Email: rouillard64@msn.com Contact Phone 2: _____

Address: 3522 Branch Creek Dr

City: Sarasota State: Fl Zip: 34235

Event Information

Name of Event: Caddy's Half Marathon Event Date: March 23th 2025

Purpose of Event: wellness

Description of Event: Half marathon, 8 miles and 4 mile run

Event Location: Riverwalk , Green bridge

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	March 23 2025	Sunday	7am	11 am	500
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 1

Past Attendance: _____ 266

(03/2022)

Is there a fee to attend the event? x Yes No Is the event open to the public? xYes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes Will x No
the event require electricity? x Yes Will a x No Type of electrical power: standard
generator be used? Yes Will gas equipment x No Size of generator: _____
be used? Yes x No Type of fuel source: _____

Vendor Information

Will the event offer food? x Yes No

Where will the food be prepared? Caddy's @ Caddy's

Will cooking equipment be used? Yes x No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes x No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? x Yes No @ Caddy's

Will amplified sound equipment be used? xYes No

Will musical entertainment be used? x Yes No

Please describe any type of entertainment and sound equipment.

Dj's speakers

Are fireworks planned? Yes xNo Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes xNo

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes x No

Solid Waste Service? Yes x No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? xYes No

Please indicate how many and location on required site plan. 1 per 75, park

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonFL.gov to discuss security requirements.

Street Closure

Is street closure requested? Yes xNo Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Thierry Rouillard, applicant/event organizer for Run941 (event), scheduled for (date&hours), 3/23/2025 from 7 am to 10am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Thierry Rouillard — Run941

Signature of Applicant/Event Organizer — Organization

Thierry Rouillard — 4/9/2024

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Thierry Rouillard — Run941

Signature of Applicant/Event Organizer — Organization

Thierry Rouillard — 4/9/2024

Typed or Printed Name and Title — Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Thierry Rouillard

Name of Organization: Run941

Street Address: 3522 Branch Creek Dr

City: Sarasota State: Fl Zip: 34235

Telephone: (941) 539 3756 Email: rouillard64@msn.com

Name of Event: Caddy's Bradenton Half marathon

Start Date: 3/23/2025 End Date: 3/23/2025 Start Time: 7 am End Time: 11am

Time: Proposed roads to close (specific locations, include map):

n/A
See email

Proposed detour route (include alternative road and map):

n/A

Additional notes and comments:

(03/2022)

Kelly Thomas

From: thierry rouillard <rouillard64@msn.com>
Sent: Wednesday, May 1, 2024 4:05 PM
To: Kelly Thomas
Subject: Re: [EXTERNAL] Re: Run 941 Half Marathon
Attachments: SPECIAL-EVENT-PERMIT-APPLICATION. Half marathon.pdf

[EXTERNAL EMAIL] This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Nice catch!

we are not using any road just the Riverwalk, the green bridge, and the pier.

Thierry Rouillard

From: Kelly Thomas <kelly.thomas@bradentonFL.gov>
Sent: Wednesday, May 1, 2024 3:39 PM
To: thierry rouillard <rouillard64@msn.com>
Subject: RE: [EXTERNAL] Re: Run 941 Half Marathon

Thanks.

A couple of things...

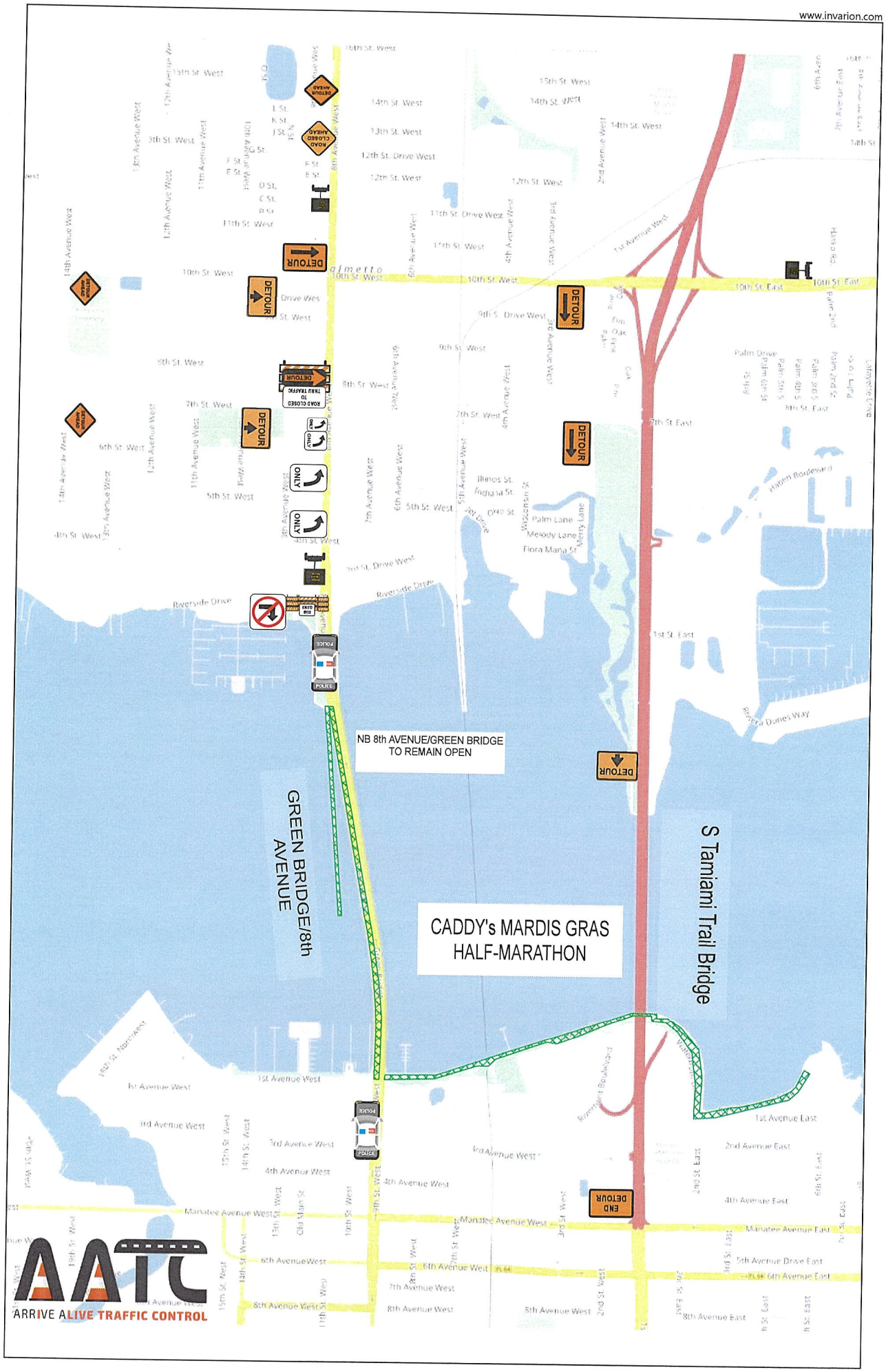
~~The date is incorrect on the rental contract page. Please resend.~~

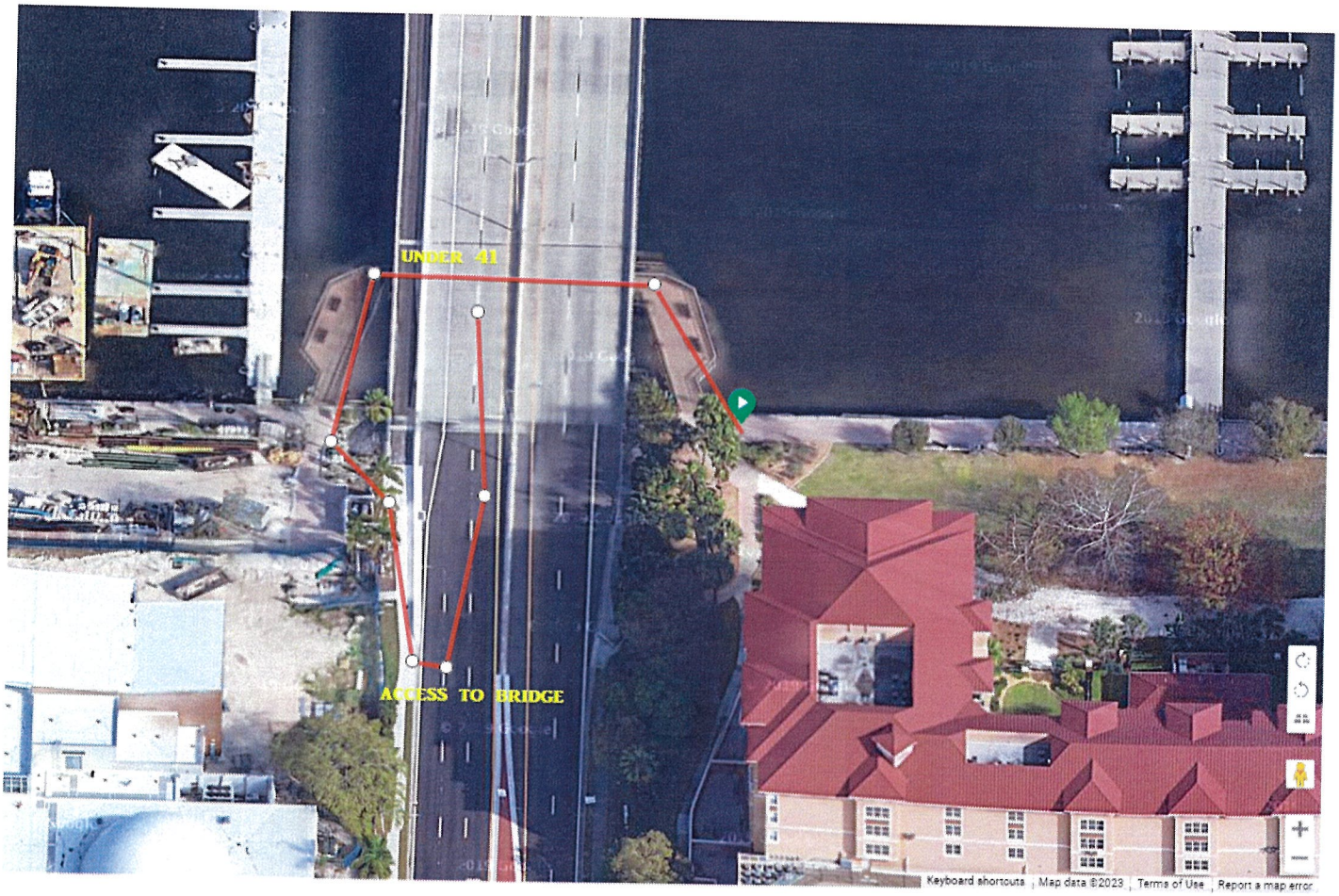
Will the runners only be on the sidewalks? If we need to close any streets then it must be listed specifically on the road closure page. Thoughts?

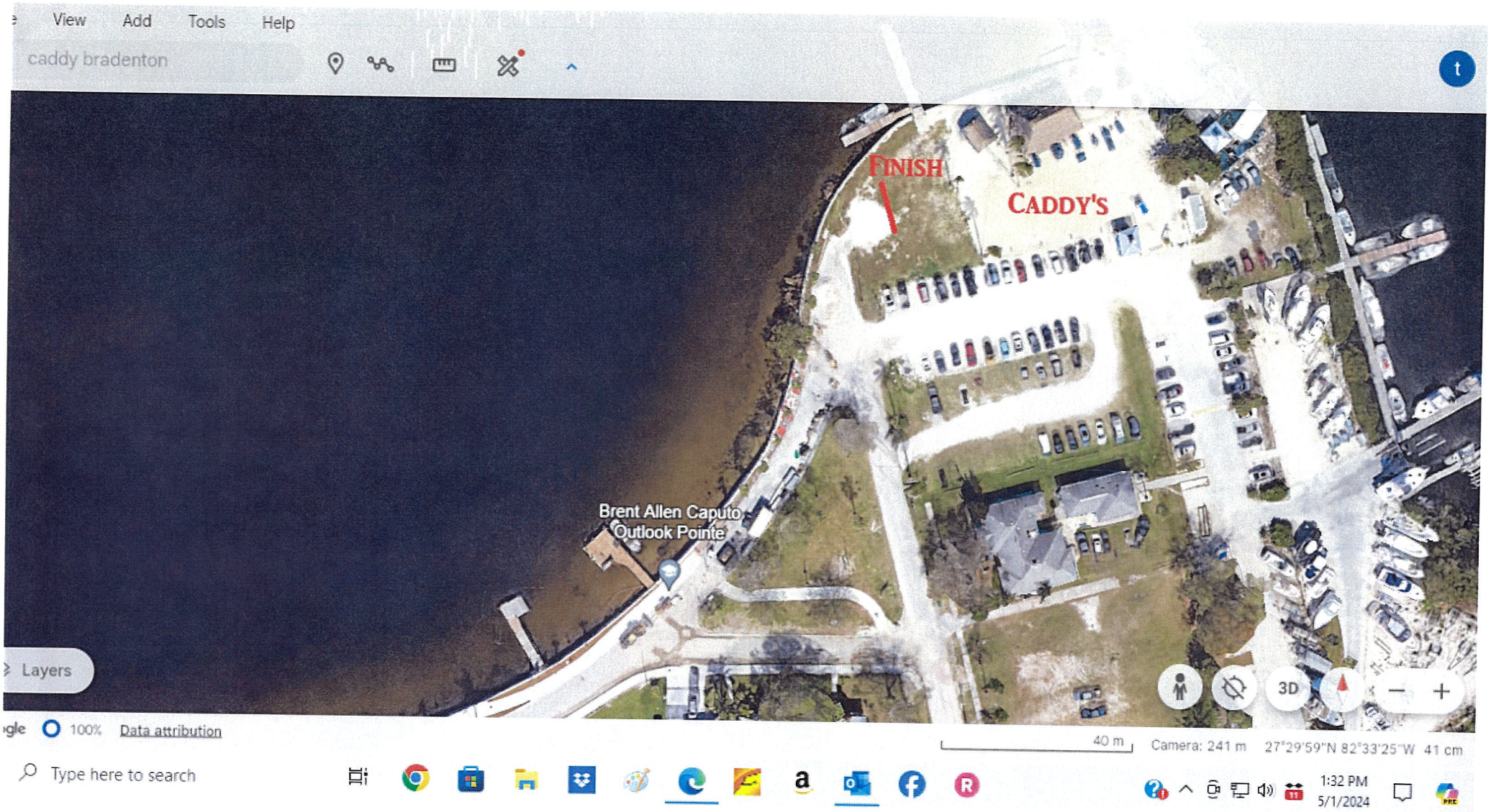
Sincerely,

Kelly Thomas
Legislative Aide
& Events Coordinator
City of Bradenton
101 Old Main St.
Bradenton, FL 34205
Legislative: (941) 932-9450
Events: (941) 932-9445

From: thierry rouillard <rouillard64@msn.com>
Sent: Wednesday, May 1, 2024 1:35 PM


DETOUR
ROAD CLOSED AHEAD
ROAD CLOSED TO THRU TRAFFIC
ONLY
POLICE
NB 8th AVENUE/GREEN BRIDGE TO REMAIN OPEN
GREEN BRIDGE/8th AVENUE
CADDY's MARDIS GRAS HALF-MARATHON
S Tamiami Trail Bridge
END DETOUR
10th St. West
10th St. East
Manatee Avenue West
Manatee Avenue East
Riverside Drive
1st Avenue West
1st Avenue East
8th Avenue West
6th Avenue West
5th Avenue West
4th Avenue West
3rd Avenue West
2nd Avenue West
1st Avenue East
2nd Avenue East
4th Avenue East
5th Avenue Drive East
6th Avenue East
8th Avenue East
Palm Drive
Haben Boulevard
Flora Mana St
Palm Lane
Melody Lane
Merry Lane
Illinois St
Indiana St
Ohio St
Wisconsin St
Riviera Dunes Way
Rosemont Boulevard
Old Main St
AATC
ARRIVE ALIVE TRAFFIC CONTROL


UNDER 41
ACCESS TO BRIDGE
Keyboard shortcuts
Map data ©2023
Terms of Use
Report a map error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Tools
Help
caddy bradenton
FINISH
CADDY'S
Brent Allen Caputo
Outlook Pointe
Layers
3D
100%
Data attribution
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Camera: 241 m
27°29'59"N 82°33'25"W 41 cm
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5/1/2024

AGENDA ITEM NO. 10.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Memorandum of Understanding with Keep Manatee Beautiful

SUGGESTED ACTION: Acknowledgement of document signed with KMB

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City maintains a stormwater permit (MS4) with the FDEP. The City recently entered into a consent order for the stormwater program. A requirement of the permit and consent order is establish written agreements identifying roles and responsibilities for interagency/3rd party conducting permit activity on the permittee's behalf.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille on June 6, 2024 - no objections

SUGGESTED MOTION:
Motion to approve the MOU with Keep Manatee Beautiful.

ATTACHMENTS:
MOU with Keep Manatee Beautiful

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into on July 24, 2024 (Effective Date) by and between:

The City of Bradenton, Florida, located at 101 12th Street West, Bradenton Florida 34205 (First Party) and,

Keep Manatee Beautiful, located at 4526 66th Street West, Bradenton, Florida 34210 (Second Party).

Hereinafter, the First Party and the Second Party will be known collectively as the Parties.

Background:

The Parties desire to enter into an MOU in which they will collaborate to achieve the various goals and objectives relating to the promotion of community awareness and involvement in litter prevention, recycling and beautification throughout the jurisdictional limits of the City of Bradenton, Florida (Project).

The Parties desire to enter into an MOU, setting out the working arrangements that each of the Parties agree are necessary to complete the Project.

Purpose & Scope

1. The purpose of this MOU is to provide the framework, the goal, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project. The obligations of the Parties will end on December 31, 2029. Upon the termination of this MOU, and at the discretion of the Parties, a second MOU may be established.

2. As further outlined below, both parties will collaborate on the following scope of work to achieve the goal:
   A. Adopt-a-Road, Adopt-a-Shore, and Adopt-a-Park activities;
   B. Continued internet-based recognition of each Party by each Party;
   C. The creation and distribution of brochures, flyers, and fact sheets;
   D. Neighborhood presentations;
   E. School Presentations;
   F. Special Events;
   G. The marking of storm drains; and,
   H. Other educational and outreach activities as mutually agreed upon by the Parties.

The Parties Obligations

3. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

Cooperation

4. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.

Resources

5. The Parties will endeavor to have final approval, and secure financing when necessary to fulfill their individual obligations throughout the Project.

Communication Strategy

6. Execution of the Project shall always be consistent with the goal of the Project and only undertaken with the agreement of the Parties.
7. Where it does not breach any confidentiality protocol, a spirit of open and transparent communication shall be adhered to.
8. Coordinated communications may be made with external organizations to elicit their support and further the goal of the Project.

Dispute Resolution

9. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute.

Governing Law

10. This MOU shall be compliant in accordance with the laws of the State of Florida.

Assignment

11. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior consent of the non-assigning party.

Amendment

12. This MOU may be amended from time to time by mutual agreement of the Parties in a written modification signed by both Parties.

Termination

13. This MOU may be terminated by mutual written agreement of the Parties within 90-days of full execution.

Prior Memorandum Superseded

14. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

Understanding

15. By executing this MOU, the Parties mutually agree and understand that:
    A. Each Party will take financial and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
    B. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU.

Notices

16. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:
    A. Delivered by hand;
    B. Delivered by e-mail; or,
    C. Mailed by domestic registered or certified mail with prepaid postage.

17. All written notices so given will be deemed effective upon receipt.

Severability

18. Any part or provision of this MOU that is found to be illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a situation, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

Authorization and Execution

19. The signing of this MOU does not constitute a formal agreement and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.
20. The MOU shall be signed by the responsible authority of each party and shall be effective as of the date first written above.

Points of Contact

First Party

Mr. Seth Kohn, P.E.
City of Bradenton Environmental Compliance Engineer II
City of Bradenton Department of Public Works and Utilities
1411 9th Street West Bradenton, Florida 34205

Second Party

Ms. Jennifer Hoffman, Ph.D.
Executive Director, Keep Manatee Beautiful
4526 66th Street West, Bradenton, Florida 34210

SIGNATURES

Gene Brown, Mayor
City of Bradenton
Name and Title

Signature

Gene Brown
First Party Printed Name

July 24, 2024
Date


Signature

Ms. Jennifer Hoffman, Ph.D.
Director, Keep Manatee Beautiful
Name and Title

Jennifer Hoffman
Second Party Printed Name

7/12/24
Date

AGENDA ITEM NO. 10.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Health Insurance Renewal for Fiscal Year 2025

SUGGESTED ACTION: Authorize the City Administrator to terminate Florida Blue as of 9/30/24 and engage with RBP - Referenced Based Pricing Platform through United Health as of 10/1/24.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Insurance Committee met several times and on 7/15/24 for a final discussion and recommendation on Health Insurance Renewal options for the 2025 Fiscal Year. Based on a high-cost claimant, the renewal quote from Florida Blue would result in a 92% increase in the City's Stop Loss premium from $669,749.32 to $1,339,379.04 in addition to an 18% increase in premiums to both the City and the employees. These items would increase the City's health insurance program's budget and cost approximately Two Million Dollars ($2,000,000.00).

Our agent of record, Danielle Boyle with Brown & Brown, presented to the Insurance Committee, on multiple occasions, information on an alternate plan with a Referenced Based Pricing platform through United Health that would result in a 30% savings to the both the City and the employee for the HSA Plan and the BlueCare 55 Plan, or an 18% increase for those employees who remain on a traditional PPO Plan. Additionally, increases to Florida Blue premiums on an ongoing basis are unpredictable with bills rising between 7% and 12% annually. Increases under the Referenced Based Pricing Platform through United Health are

controlled by Medicare based pricing which rises less between 1% and 2% per year. The Insurance Committee Meeting was attended by many retirees and union representatives and positive references of the alternative plan were taken into consideration.

After review of the information presented, the Insurance Committee is making a recommendation to terminate the relationship with Florida Blue as of 9/30/24 and enroll in the Referenced Based Pricing platform through United Health. The City's prescription drug plan will remain with our current provider, Optum RX.

FINANCIAL IMPACT:
Projected decrease in Stop Loss premium of $1.2M as well as a decrease in premiums paid by the City, and in no case an increase in premiums to employees over the proposed renewal by Florida Blue for their PPO Plan.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to authorize City Administrator to terminate engagement with Florida Blue as of 9/30/24 and engage with United Health under the Referenced Based Pricing Platform, as well as offering a compatible (to Florida Blue) PPO and HSA healthcare plan.

ATTACHMENTS:

AGENDA ITEM NO. 10.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: PB-24-025EJ Agreement with RedSpeed Florida, LLC

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
RedSpeed Florida, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with speed detection camera system for school zone services. This agreement is in accordance with the City of Plantation Agreement No. 005-24 obtained through a competitive procurement process, the scope of services in the RFP, and RedSpeed Florida, LLC's response thereto (the "Contract Documents"), which are attached hereto and incorporated herein as composite Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 24, 2029.

FINANCIAL IMPACT:
To be utilized and funded through the operating budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB 24-025EJ with RedSpeed, LLC

ATTACHMENTS:

PB 24-025EJ with RedSpeed Florida LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-025EJ BETWEEN THE CITY OF BRADENTON AND REDSPEED FLORIDA, LLC

RedSpeed Florida, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with speed detection camera system for school zone services. This agreement is in accordance with the City of Plantation Agreement No. 005-24 obtained through a competitive procurement process, the scope of services in the RFP, and RedSpeed Florida, LLC's response thereto (the "Contract Documents"), which are attached hereto and incorporated herein as composite Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 24, 2029, with the following modifications:

1. All references to "City of Plantation" and "City" in the Contract Documents shall be replaced with "City of Bradenton, Florida."

2. Section 4G shall be revised to state that the City hereby designates Jeremy Giddens, or their designee, to act as City's Representative.

3. Section 4M and Exhibit "E" shall be deleted in its entirety and replaced with the following:

> Insurance
>
> Contractor will not commence work under this agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of this agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):
>
> **A) Workers' Compensation/Employers' Liability**

Part Two - The minimum amount of coverage required by this agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

The limits are to be applicable only to work performed under this agreement and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503) a Commercial General Liability Policy with the following minimum limits.

General Aggregate:
Products/Completed Operations Aggregate $1,000,000
Personal and Advertising Injury $1,000,000
Each Occurrence $1,000,000
Fire Damage (Any One Fire) $Nil
Medical Expense (Any One Person) $Nil

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein

shall constitute a material breach of the Agreement, which may result in immediate termination.

F) Certification Requirements – In order for the certificate of insurance to be accepted it **must** comply with the following:

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Purchasing
Reference: PB-24-025EJ

4. Section 8A shall be revised to state that any written notice to the City required under the contract shall be provided as follows:

To City: City of Bradenton

Attn: Purchasing Manager

101 Old Main Street

Bradenton, Florida 34205

5. Section 8D and 32 of the General Terms and Provisions shall be revised to state that venue shall be in Manatee County.

6. Section 35 of the General Terms and Provisions, Public Records, shall be modified to replace the bolded language with the following:

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

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

This agreement is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Robert Liberman — 7/11/2024

Robert Liberman
CEO
RedSpeed Florida, LLC

Date

Gene Brown
Mayor

Date

Erin Jones — 07/11/2024

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager

Date

Composite Exhibit "A"

City of Plantation Agreement No. 005-24 and attachments; RedSpeed Florida LLC's response to City of Plantation RFP

CITY OF PLANTATION

Plantation
the grass is greener®

AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-
TERM CONTRACT

AGREEMENT NO. 005-24

Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A".**

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeeds' performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

ReedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJI, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.

- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:

    - A preemployment background check;

    - Security training required by Federal CJIS regulations; and

    - Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statues, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
  - City of Coconut Creek
  - City of Delray Beach
  - City of Miami Shores
  - City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.

- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

(Space intentionally left blank)

IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

Attest: _____
April Beggerow, City Clerk

CITY OF PLANTATION

By: _____
Nick Sortal, Mayor

As to legal form: _____
Kerry L. Ezrol, City Attorney

As to Procurement: _____
Charles Spencer, Procurement Director

Witness: _____
Typed name of Witness

Witness: _____
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027

_____
NOTARY PUBLIC
Admin Asst II

KIAMESHA AUSMORE-REID
MY COMMISSION # HH393263
EXPIRES: May 01, 2027

Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

By: _____
Robert Liberman, Manager

Witness: _____

Vanessa Torres
Typed name of Witness

Witness: _____

Yesica Rangel Off
Typed name of Witness

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16th of May, 2024 (*date*) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (*type of identification*) as identification.

My commission expires: August 21, 2027

_____
NOTARY PUBLIC

JAMES PYKE
Notary Public - State of Florida
Commission # HH 435787
My Comm. Expires Aug 21, 2027
Bonded through National Notary Assn.

EXHIBIT “A”
(NEGOTIATED SCOPE OF SERVICES)

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Motor Vehicle" means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

"Notice of Violation" means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.

"Motor Vehicle Owner" means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

"Recorded Images" means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

"RedCheck" means web-based violation processing system used by Traffic Enforcement Officer.

"Speed Photo Enforcement System" (herein "SPE System") means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

"Traffic Enforcement Officer" means an employee of City's police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

"Violation" means a violation under Chapter 316, Florida Statutes or a violation of City's Code of Ordinances, as may be amended from time to time.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.

2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercises REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.

4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.

5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.

6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.

7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.

   REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.

9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.

11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.

12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.

13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.

15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.

16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.

17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.

18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.

20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.

21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.

22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.

23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.

    23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.

24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).

26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.

27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.

28. CITY will have real-time access to violation and camera data.

29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.

31. REDSPEED shall provide/build custom reports for the CITY at no cost.

32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.

33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.

2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.

3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.

4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.

6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.

7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.

8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.

9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.

10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.

12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.

13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

    13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.

14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.

16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).

17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT “B”

(Advertised Scope of Services)

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
  - Seven (7) School Zones
  - Currently utilizing FLOCK Automatic License Plate Reader Software

- City of Delray Beach
  - Ten (10) +/- School Zones
  - Currently utilizing VIGILANT Automatic License Plate Reader Software

- City of Miami Shores
  - Four (4) School Zones
  - Currently utilizing INSIGHT Automatic License Plate Reader Software

- City of Doral
  - Twenty (20) School Zones
  - Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software

- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

  - None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.

  - Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT “C”

(Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 herby acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No. _____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE: Robert Liberman

PRINTED NAME OF ABOVE: Robert Liberman

TITLE OF ABOVE: CEO

COMPANY NAME: RedSpeed Florida

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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CITY COUNCIL
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of "needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated "go-live" date, or anticipated contract award date.

Question No. 8: Please define the word "Principal" used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term "operating model." What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company's system runs and operate. Describe what your system/company offers, the benefits of your system vs another's. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Louis Reinstein

Please define the word "Principal" used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary's Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary's Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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CITY COUNCIL
Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"… "Recorded video or photographs collected as part of a speed detection

systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)"

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes "remote surveillance" and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Louis Reinstein, President Pro Tem
Erik Anderson
Jennifer Andreu
Denise Horland

Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statues, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3Experience and qualifications pf all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall provide be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

Response No. 20: The City is requiring that all Firm submitting a proposal to complete the "Truth in Negotiation Form" provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that's referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City's website (https://www2.plantation.org/VendorApplication/).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City's desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

OFFICE OF THE MAYOR
Nick Sortal
Mayor

PROCUREMENT DEPARTMENT
Charles Spencer, NIGP-CPP
Director

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Denise Horland

Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th, 2024 at 11:00AM.** Proposals must be submitted electronically ONLY via the Demand Star website.

https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

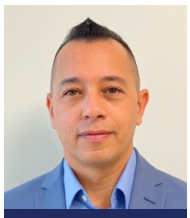
EXHIBIT “D”

(Documentation required by the City submitted by the RedSpeed during the solicitation period prior to Notice of Award)

RedSpeed Key Personnel

RedSpeed has assembled a comprehensive implementation and management team comprising seasoned industry professionals representing each key service delivery culture: Engineering, Project Management and Operations.

The following team members have been assembled to spearhead this program based on their individual experience, dedication, and proven ability to perform at the highest levels on similar projects. RedSpeed currently has four (4) full-time employees working in Florida and is in the hiring process for four (4) more.



ROBERT LIBERMAN
CEO



GREG PARKS
Senior Vice President



MOODY EITAWIL
Senior IT System Administrator



DEBRA BEERUP
Director of Client Relations



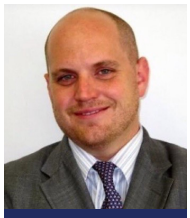
LISA GREEN
Director of Operations



JULIO SILVA
Implementation Project Manager



JOSE CHAVEZ
Director of Engineering



MICHAEL MCALISTER
Attorney



GREGORY JOHNS
Director of Finance



RAQUEL ADAMS
Call Center Manager



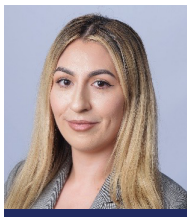
GERARDO ALVARADO
Field Engineer



SERGIO RANGEL
Senior Field Engineer



CHAVIS SARGENT
Field Engineer



JENNIFER VILLARREAL
Human Resources

Certificate of Approval

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.

2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)	Lieutenant Title
John J. Bagnardi	April 04, 2013
Certifying Authority (printed name)	Date

HSMV 60013 (7/03)

Type of identification produced_____ **(NOTARY'S SEAL)**

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY)

STATE OF Illinois)

SS

COUNTY OF Will)

On this 28th day of December, 2023 , before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative Robert Liberman

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

Gregory Johns Jr_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced_____ **(NOTARY'S SEAL)**

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I *(printed name)* Robert Liberman am the *(title)* CEO and the duly authorized representative of the firm of *(Firm Name)* RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,

3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLC

Printed Name: Robert Liberman

Signature: Robert Liberman Title: CEO

Date: December 28, 2023

STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

FORMS

FIRM PROFILE

1. Firm (or joint venture) Name & Address

RedSpeed Florida, LLC

Corporate Address:
450 Eisenhower Lane North
Lombard, Il 60148

Florida Headquarters
6245 Clark Center Ave, Suite 3
Sarasota, FL 34328

South Florida Office
8333 N.W. 53rd Street, Suite 450
Doral, FL 33166

Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

1e. Licensed to do business in the State of Florida
_X___ Yes _____ No

1f. Name, Title & Telephone Number of Principal to Contact

Robert Liberman
630.329.9856
robert.liberman@redspeed.com

1a. Firm is __X_ National ____ Regional ____ Local

FEIN # 80-0218940

1g. Address of office to perform work, if different from Item 1

1 b. Firm is a County Certified Small Business ___Yes __x_ No

1c. Firm is a County Certified Disadvantage Business Enterprise
_____ Yes __x____ No

1d. Firm is a Certified Minority Business _____ Yes x_____ No

2. Please list the number of people by discipline that your firm/joint venture will commit to City projects.

Please see Personnel Tab for detailed disciplines and assignments.

3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

N/A

3a. Has this joint venture previously worked together? ____ Yes ____ No

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? _____ Yes _____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORM 3

LOCATION

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

   RedSpeed Florida Technical Center
   20725 A37 NE 16th Ave
   Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

   65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

   450 Eisenhower Lane North
   Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

   35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

   0 %

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement

2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____.

3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

Fill in Form

PUBLIC ENTITY CRIMES

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

Robert Liberman
(Signature)

1/8/2024
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

NOTARY PUBLIC:

SIGN: _____

PRINT: Gregory Johns Jr
Notary Public, State at large
My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

STATEMENT UNDER SECTION 287.087
FLORIDA STATUES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are 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 convictions of, or plea of guilty or nolo contendere to, any violations 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 an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Robert Liberman

Signature

Robert Liberman

Printed Name

RedSpeed Florida, LLC

Bidder Name

12/28/2023

Date

Fill in Form

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Michael McAllister
Typed name:

Greg Parks
Typed name:

BIDDER:

By: Robert Liberman

Name: Robert Liberman

Title: CEO

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 28th (*date*) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027

NOTARY PUBLIC

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

Revised July 2023

EXHIBIT “E”

(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors **"Your Work"** as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **$1,000,000** Each Occurrence, and **$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty **(30)** days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five **(5)** business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule	**Limits**
Commercial General Liability	$1,000,000 Each Occurrence
Blanket Contractual Liability	$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	$1,000,000 Combined Single Limit
Broad Form Property Damage	$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	$1,000,000 Each Accident
Disease Policy Limit	$1,000,000

Insurance Summary:

A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.

B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.

C. The city requires being named **"Additional Insured"** on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.

D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.

E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ All THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS **FIRM**

DATE **CITY OF PLANTATION**
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY)
12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER American Underwriters Miami, FL 33166	CONTACT NAME: Agent Name (A/C, No, Ext): FAX (A/C, No):
	Agent CONTACT INFORMATION — NAIC #
INSURED Any-Business 1101 Easy St MIAMI, FL 33131	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E :

CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X				EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE Per - OCCUR X						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY PRO-C JECT LO						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY		X				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$ INCLUDED
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ INCLUDED
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ INCLUDED
								$
	UMBRELLA LIAB X OCCUR CLAIMS-	X	X				EACH OCCURRENCE	$
	X EXCESS LIAB MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	X				X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER E X C L U D E D ?						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EAEMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONALINSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYs WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation **400 NW 73rd AVENUE** **PLANTATION, FL 33317**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE

REDSILL-01 JSANDERS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER	CONTACT NAME:	
Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	PHONE (A/C, No, Ext): (312) 595-6200	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : American Guarantee and Liability Insurance Company	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Redspeed Florida, LLC
450 Eisenhower Lane North
Lombard, IL 60148

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			CPO 6899538 - 00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY							
	X ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			CPO 6899538 - 00	10/9/2023	10/9/2024	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			AUC 6943723-00	10/9/2023	10/9/2024	EACH OCCURRENCE	$ 10,000,000
	DED [ ] RETENTION $						AGGREGATE	$ 10,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		WC 6899539 - 00	10/9/2023	10/9/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

THe following are included as Additional Insureds on the General Liability and Automobile Policies and Loss Payee on the Automobile Policy per written contract: City of Plantation

The General Liability Policy is on a Primary and Non-Contribtiory Basis per written contract.

A Waiver of Subrogation applies to the the General Liability, Automobile and Workers Compensation Policies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT “F”

(General Terms and Provisions)

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

A. Failure to use the proposal form furnished by the City.

B. Lack of signature by an authorized representative on the Proposal/proposal form.

C. Failure to properly complete Proposal/proposal.

D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.

F. Omission of Proposal security (if required).

G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.

H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.

C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com).The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.

B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.

C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.

2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

4. The quality of performance of previous contracts or services. For example, the following information will be considered:

    a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,

    b. The Proposer's compliance record with contract general conditions on other projects,

    c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,

    d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,

    e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,

    f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.

5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.

6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

7. The quality, availability and adaptability of the goods or services to the particular use required.

8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.

10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:

    a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.

    b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.

    c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.

    d. Whether Proposer's contract on other projects has ever been terminated.

    e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee’s spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer’s or employee’s spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 *and/or via email*: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statues.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

29. CONTRACT TERMS/OPTION

A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.

1. Prices must be valid and remain the same for the initial term.

B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRATOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237
ABEGGEROW@PLANTATION.ORG

36. PUBLIC AGENCY CONTRACTING

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

(a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

(c) 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.

(d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. BUY AMERICAN ACT

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
  - Availability of the domestic alternative substitute(s) in relation to the quantity ordered

- Reason for exception: limited/lack of availability or price (include price):
  - Price of the domestic product; and
  - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.

E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

GENERAL TERMS AND PROVISIONS

IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

(Printed Title of Above Signer)

12/28/2023

(Date Signed)

STATE OF Illinois

COUNTY OF Will

OFFICIAL SEAL
GREGORY JOHNS JR
Notary Public, State of Illinois
Commission No. 904337
My Commission Expires
November 13, 2027

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC, who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

EXHIBIT “G”

(Federal Bureau of Investigation
Criminal Justice Information Services
Security Addendum)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

AGENDA ITEM NO. 11.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT:

Authorization for Police Athletic League (PAL) and City Partnership

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
TBD

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 11.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Master Development and Purchase Agreement between the City of Bradenton and Vias at Bradenton, LLC.

SUGGESTED ACTION: Approve the proposed Master Development & Purchase Agreement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
1) On April 27, 2022, City Council authorized the City Administrator to move forward with the nationwide advertising of a Notice of Considered Disposition: Invitation to Offer Proposals for Purchase of Real Property for the City Centre site.

2) On March 8, 2023, City Council authorized the City Administrator to negotiate terms of Purchase and Master Development Agreement with the remaining proposers. On April 12, 2023, City Council ranked the proposal of L&L Development Group as No. 1 and authorized the City Administrator to negotiate the terms of a Master Development and Purchase Agreement.

3) On April 26, 2023, City Council authorized the City Administrator to engage the firm of Nabors, Giblin & Nickerson, P.A. to represent the City in the negotiation and drafting of said Agreement.

4) On January 10, 2024, a Preliminary Agreement was brought before City Council and a Motion was made to authorize the City Administrator to execute the

Preliminary Agreement and continue diligence with the developer on the remaining terms.

5) After continued negotiations the parties have agreed to the terms set forth in the proposed Master Development and Purchase Agreement. The City Administrator has worked closely with the Developer and the City of Bradenton's counsel, Nabors, Giblin & Nickerson, P.A. and believes that this Master Development & Purchase Agreement encompasses the vision identified by City Council of a mixed-use development project that will promote the redevelopment of the downtown area.

FINANCIAL IMPACT:
$14,100,000 purchase price, plus substantial construction, and ongoing direct and indirect revenues from the development as reflected in the report of the Regional Economic Consulting Group.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to authorize City Administrator to execute the Master Development & Purchase Agreement and continue with the process of the sale of the City Centre site as set forth therein.

ATTACHMENTS:
Master Development and Purchase Agreement between City of Bradenton and Vias at Bradenton, LLC

MASTER DEVELOPMENT AND PURCHASE AGREEMENT

between

THE CITY OF BRADENTON,
a municipal corporation of the State of Florida

"Seller"

and

VIAS AT BRADENTON LLC,
a Florida limited liability company

"Buyer"

for

4+/- acres located at 101 12th Street West
Bradenton, Florida 33401

Dated as of _____, 2024

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MASTER DEVELOPMENT AND PURCHASE AGREEMENT

THIS MASTER DEVELOPMENT AND PURCHASE AGREEMENT ("**Agreement**") is entered into as of _____, 2024 (the "**MDA Effective Date**"), by and between **THE CITY OF BRADENTON**, a municipal corporation of the State of Florida ("**Seller**"), and **VIAS AT BRADENTON LLC**, a Florida limited liability company ("**Buyer**"), which parties may herein collectively be referred to as the "parties" or individually as a "party."

A. Seller owns approximately 4+/- acres of improved land located at 101 12th Street West, Bradenton Florida 33401 (portions of Parcel ID Nos. 3294300003 and 329200008), which includes City Hall and the Bradenton Police Department headquarters, and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Land**").

B. Seller issued a Request for Proposals RFP 22-037TW2, Nationwide Invitation to Offer Proposals for Purchase of Real Property (the "**RFP**"), for the purpose of soliciting proposals for the purchase and redevelopment of the Property (as defined herein).

C. Buyer submitted a proposal in response to the RFP in which Buyer proposed to purchase the Property for $14,100,000.00, demolish the existing structures located on the Property, and develop the Property as a mixed-use development consisting of residential, hotel, and commercial/retail uses (hereinafter referred to as the "**Project**").

D. Upon evaluating proposals received in response to the RFP, the City of Bradenton City Council voted to proceed with negotiating with the Buyer on the terms of Buyer's acquisition and development of the Property.

E. On January 18, 2024, the parties entered into that certain Preliminary Agreement for the Sale and and Development of Real Property Between the City of Bradenton and Vias at Bradenton, LLC.

F. Seller and Buyer desire to enter into this Agreement in order to memorialize the terms and provisions upon which Seller agrees to sell the Property to Buyer, and upon which Buyer agrees to purchase and redevelop the Property from Seller.

G. This Agreement, together with the Development Agreement referred to herein, shall constitute a comprehensive agreement within the meaning of Section 255.065, Florida Statutes.

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby covenant, stipulate and agree that the foregoing recitals are true and correct and are incorporated herein by this reference and further covenant, stipulate and agree as follows:

ARTICLE 1.
AGREEMENT TO SELL AND PURCHASE

Section 1.01 Agreement to Sell and Purchase. Seller hereby agrees to sell and convey the Property to Buyer, and Buyer hereby agrees to purchase and accept the Property from Seller, upon the terms and subject to the conditions hereinafter set forth.

Section 1.02 Appurtenances. The conveyance of the Land shall include: (a) any structures and other improvements now or hereafter erected thereon, and all easements, tenements, hereditaments,

privileges and appurtenances in any way belonging thereto; (b) to the extent exclusively appurtenant to the Land, all of Seller's right, title and interest in all easements, if any, whether or not of record, appurtenant to the Land and the use of all appurtenant and assignable strips, railroad tracks and rights-of-way, if any, abutting, adjacent, contiguous or adjoining the Land; and (c) to the extent exclusively related to the subject Land, all development rights, entitlements, licenses, permits, approvals, credits, rights (including mineral and water rights) and franchises issued by any federal, state, county or municipal authority relating to the use, maintenance or operation of the Land, running to or in favor of Seller to the extent the same exist and are assignable by Seller (collectively, the "**Property**").

ARTICLE 2.
DEVELOPMENT AND CONSTRUCTION MATTERS

Section 2.01 Pre-Closing Development Matters.

a. *Conceptual Design Plan*. Seller and Buyer have mutually agreed upon the conceptual design plan for the Project, a copy of which is set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Conceptual Design Plan**"). Buyer shall have the right to rely on Seller's approval of the Conceptual Design Plan for purposes of advancing the Conceptual Design Plan to a final Site Plan/Building Massing Plan (as hereinafter defined) required under the City of Bradenton Land Use Regulations and the City of Bradenton Form Based Code (collectively, the Land Development Code and Form Based Code are referred to herein as the "**Land Development Regulations**") to be memorialized in the **Development Agreement** (Exhibit "G") entered into by the parties at Closing. By way of clarification, any elements of the Site Plan/Building Massing Plan which are included within the Conceptual Design Plan shall be considered pre-approved; however, those elements of design which are not included in the Conceptual Design Plan shall be subject to Seller's review and approval procedures under the Land Development Regulations. Notwithstanding the foregoing, however, the Conceptual Design Plan, as approved by Seller, shall not be deemed to grant Buyer with any development rights pertaining to the Project or the Property that may be separated from the Property and/or are owned by Buyer should Buyer fail to move forward with the Project for whatever reason. Further, the Conceptual Design Plan shall constitute a preliminary approval of certain elements of the design, layout, and architectural features of the Project for which the final Site Plan/Building Massing Plan approval shall be measured against. Further, Buyer acknowledges and agrees that the terms and provisions governing the development of the Project shall be subject to the detailed application, review, and approval processes and procedures set forth in the Land Development Regulations, including but not limited to the following:

1. Re-Plat Approval – Section 2.2.11, Land Use Regulations

2. Development Review Committee (DRC) Review of Site Plan/Building Massing Plan (as hereinafter defined) – Section 1.9, Form Based Code

3. Form Based Code Review and Approval of Site Plan/Building Massing Plan (as hereinafter defined) – Section 1.9, Form Based Code.

4. Site Improvement Plan – Section 2.2.3, Land Use Regulations.

b. *Off-Site Mitigation Requirements*.

1. *City Facilities.*

i. Buyer shall be responsible for ensuring the Project satisfies concurrency for water, sewer, drainage, transportation, solid waste, and recreation, consistent

with the level of service standards contained in the City's Land Development Regulations and Comprehensive Plan, and for funding construction of Buyer's proportionate fair share of all required off-site improvements and facilities necessary for the Project to achieve concurrency. All transportation proportionate fair share obligations shall be calculated in accordance with Section 18-263, City Code, Section 163.3180, Florida Statutes, and the Comprehensive Plan. All other proportionate fair share obligations shall be calculated based upon Buyer's proportionate fair share of the required off-site improvements and facilities necessary for the Project to achieve the level of service standards established in the City's Land Development Regulations and Comprehensive Plan.

ii. No later than six months (6) from the MDA Effective Date (the "**Preliminary Approval Deadline**"), Seller shall deliver to Buyer a description of the maximum extent of water, sewer, drainage, transportation, solid waste, and recreation off-site improvements and facilities necessary for the Project to achieve concurrency, which shall be utilized to determine Buyer's proportionate fair share obligations with respect to same (the "**Proportionate Share Amount**"). The Proportionate Share Amount shall be calculated in accordance with the City's Code of Ordinances, Comprehensive Plan, adopted policies and regulations, and applicable state law. Buyer shall have a period of thirty (30) days after receipt of such proposed off-site mitigation requirements to review and approve such proposal. The review/approval process shall be repeated every thirty (30) days until such time that the parties have reached mutual agreement no later than the Preliminary Approval Deadline. No later than thirty (30) days following the Preliminary Approval Deadline, the parties shall enter into an amendment to this Agreement in order to reflect their mutual agreement on the maximum extent of water, sewer, drainage, transportation, solid waste, and recreation off-site improvements and facilities to be set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Maximum Off-Site Mitigation Requirements Schedule**"), failing which either party shall have the right to terminate this Agreement upon written notice to the other party, whereupon neither party shall have any further rights or obligations hereunder except for those which expressly survive termination and all Deposits (as defined herein) shall be refunded to Buyer. The Maximum Off-Site Mitigation Requirements Schedule shall include an engineer's opinion of probable construction cost as well as any planning (including any required land acquisition), engineering, and permitting costs for each facility and improvement listed in the Maximum Off-Site Mitigation Requirement Schedule. The Maximum Off-Site Mitigation Requirements Schedule shall also include an estimate of the Proportionate Share Amount for each listed facility and improvement. The parties acknowledge and agree that the cost figures included in the Maximum Off-Site Mitigation Requirement Schedule are estimates and the final determination of the total cost and Proportionate Share Amount associated with each facility and improvement listed in the Maximum Off-Site Mitigation Requirement Schedule shall occur in accordance with the procedures described in the Development Agreement.

iii. Within twelve (12) months after the MDA Effective Date, Seller and Buyer shall mutually agree upon the exact water, sewer, drainage, transportation, solid waste, and recreation off-site improvements and facilities necessary for the development of the Project, to be included as **Exhibit "B-1"** to the Development Agreement (the "**Final Off-Site Mitigation Requirements Schedule**"), which

shall be utilized to determine Buyer's Proportionate Share Amount with respect to same, failing which either party shall have the right to terminate this Agreement upon written notice to the other party, whereupon neither party shall have any further rights or obligations hereunder except for those which expressly survive termination and all Deposits shall be refunded to Buyer. The Final Off-Site Mitigation Requirements Schedule shall consist of a description of all water, sewer, drainage, transportation, solid waste, and recreation off-site improvements and facilities necessary for the Project to achieve concurrency, which shall be utilized to determine Buyer's proportionate fair share obligations with respect to same. The Final Off-Site Mitigation Requirements Schedule shall include an engineer's opinion of probable construction cost as well as any planning (including any required land acquisition), engineering, and permitting costs for each facility and improvement listed in the Final Off-Site Mitigation Requirement Schedule. The Final Off-Site Mitigation Requirements Schedule shall also include an estimate of the Proportionate Share Amount for each listed facility and improvement. The parties acknowledge and agree that the cost figures included in the Final Off-Site Mitigation Requirement Schedule are estimates. The exact costs associated with the listed facilities and improvement, including the Proportionate Share Amount, for each phase of the Project shall be determined as provided in the Development Agreement. Payment of the Proportionate Share Amount for each phase shall occur at the time described in the Development Agreement. Notwithstanding anything contained herein to the contrary, any increases in the density or intensity of the Project above 5% of the Development Program described in Section 5.1 of the Development Agreement may result in additional off-site mitigation obligations. Notwithstanding anything herein to the contrary, in the event Buyer does not satisfy the Proportionate Share Amount for any phase within five (5) years of the Effective Date of the Development Agreement, the facilities and improvements applicable to such phase described in the Final Off-Site Mitigation Requirement Schedule shall be null and void and Buyer shall be required to re-apply and obtain a new concurrency determination consistent with the procedures described in the Development Agreement.

iv. By way of clarification, Buyer acknowledges that the City's off-site mitigation requirements may include acquisition of right-of-way and/or access easements and/or stormwater mitigation; provided, however, the City acknowledges that Buyer has not conceded to, and shall have the right to reject, the inclusion of such improvements and/or facilities in the Final Off-Site Mitigation Requirements Schedule in which event Buyer's sole remedy shall be to terminate this Agreement whereupon neither party shall have any further rights or obligations hereunder except for those which expressly survive termination and all Deposits held by Escrow Agent shall be refunded to Buyer.

2. *Non-City Facilities.* Buyer shall be responsible for satisfying any off-site mitigation obligations for the Project imposed by other governmental entities having jurisdiction including, but not limited to, requirements related to school facilities imposed by the Manatee County School District.

c. *Maximum Height Entitlement*. Pursuant to Ordinance No. 4107, the City Council of the City of Bradenton has approved a maximum building height of twenty (20) stories for all buildings lying within the Land without any conditions or obligations to satisfy workforce housing requirements.

d. *Re-Plat*. No later than the date set forth in the Milestone Schedule, the Buyer shall

submit an application for re-plat of the Property consistent with the Project. The Re-Plat application shall be processed by the City in good faith and subject to the City's normal application and approval process described in Section 2.01.a. Seller shall not be obligated to approve the Re-Plat application, nor shall Seller be obligated to support any such Re-Plat application. Should the Re-Plat not be approved prior to the Closing Date (as hereinafter defined), either party shall have the right to terminate this Agreement upon written notice to the other party, whereupon neither party shall have any further rights or obligations hereunder except for those which expressly survive termination and all Deposits shall be refunded to Buyer.

e. *Site Plan/Building Massing Plan*. No later than the date set forth in the Milestone Schedule, Buyer shall submit to the City an application for a Site Plan/Building Massing Plan for the Property. The Site Plan/Building Massing Plan shall show the proposed building locations, building elevations, access points, driveways, parking, open/green space, landscaping specifications, streetscape specifications, signage to be affixed to the building(s) and the location therefor, elevations and such other information as required pursuant to the Land Development Regulations (the "**Site Plan/Building Massing Plan**"). The Site Plan/Building Massing Plan application shall be processed by the City in good faith and subject to the City's normal application and approval process described in Section 2.01.a. Seller shall not be obligated to approve the Site Plan/Building Massing Plan application, nor shall Seller be obligated to support any such Site Plan/Building Massing Plan application. Should the Site Plan/Building Massing Plan not be approved by the Closing Date (as hereinafter defined), either party shall have the right to terminate this Agreement upon written notice to the other party, whereupon neither party shall have any further rights or obligations hereunder except for those which expressly survive termination and all Deposits shall be refunded to Buyer. Upon the City's approval of the Site Plan, the parties shall execute an amendment to this Agreement incorporating the final, approved Site Plan/Building Massing Plan as **Exhibit "D"** attached hereto. The final, approved Site Plan/Building Massing Plan shall be reflected in the Development Agreement.

f. *Public Green Space*. No later than the date set forth in the Milestone Schedule, Seller and Buyer shall mutually agree upon the requirements of public green space for the Project to be reflected on Site Plan/Building Massing Plan and to be further evolved in the applicable Development Plans (as hereinafter defined) which shall include improvements to Barcarrota Boulevard and the Riverwalk as Buyer's primary focus.

g. *On-Site Parking*. Buyer shall be required to establish seven hundred (700) parking spaces, or such lesser amount as determined by the City of Bradenton Land Development Code, to "self-park" within the Property in a manner that is not observable from the Property's abutting right-of-way, with a minimum number of spaces available to support uses open to the public on the Property to be mutually agreed upon by City and Buyer as part of the Land Use/Development Approval Contingency (as defined herein).

h. *Authorization and Cooperation for Pursuit of Development Rights*. Seller grants to Buyer the right to seek all permits, approvals, and authorizations required from the City of Bradenton, Southwest Florida Water Management District, Army Corps of Engineers and any other governmental and/or quasi-governmental body and/or non-public entity which it deems necessary or appropriate for the development of the Project prior to the closing of the Property ("**Pre-Development Approvals**") in a manner desired by the Buyer in accordance with the Conceptual Design Plan; provided, however, in no event shall any of the Pre-Development Approvals create a material adverse impact to Seller or the Property should Buyer fail to acquire the Property in accordance with this Agreement unless otherwise agreed to by Seller in each instance, or otherwise obligate the Seller to pay any amount, absent Seller's written approval.. Any costs related to Buyer's acquisition of all such Pre-Development Approvals shall be the sole responsibility of the Buyer, absent Seller's written approval.

i. *Milestone Schedule*. Seller and Buyer shall comply with the deadlines set forth in the milestone schedule (the "**Milestone Schedule**"), a copy of which is set forth in **Exhibit "E"** attached hereto and made a part hereof, governing the timelines associated with the submittal dates for the Site Plan/Building Massing Plan and Re-Plat. Should Buyer fail to in good faith submit the Re-Plat application the Site Plan/Building Massing Plan application by the deadlines set forth in the Milestone Schedule, Seller may provide written notice to the Buyer stating that Buyer has failed to meeting the requisite deadline. Seller shall have 60 days from the date of such written notice to in good faith submit the Re-Plat application or the Site Plan/Building Massing Plan application. Should Seller fail to in good faith submit the Re-Plat application or the Site Plan/Building Massing Plan application within such 60 day period, such failure shall be considered a Buyer Event of Default (as hereinafter defined) whereupon Seller's sole remedies shall be to terminate this Agreement and receive the Deposits held by Escrow Agent as full and fair liquidated damages hereunder.

Section 2.02 Post-Closing Development Matters. At Closing, the parties shall enter into a Development Agreement (to be effective as of the Closing Date) in such form and content substantially consistent in all material respects as set forth in **Exhibit "G"** attached hereto and made a part hereof.

Section 2.03 Development Plans. After the Re-Plat approval (as defined herein) and Site Plan/Building Massing Plan approval (as defined herein), Buyer shall have the right (but not the obligation) to submit prior to Closing any such land development applications and permit applications including, without limitation, Site Plan/Building Massing Plan Site Improvement Plan application and any building permit applications (collectively, the "**Development Plans**") as are required to be obtained prior to construction commencement, to enable the Project to be shovel ready following the Closing. Seller shall execute such owner authorizations, assignments or other approvals to Buyer in order to apply for such Development Plans. Buyer shall be the applicant on all such Development Plans and shall pay all application fees applicable to same. All Development Plans shall be subject to Seller's normal application and approval process and consistent with the timeframes for review and processing described in Section 166.033, Florida Statutes, and Section 553.792, Florida Statutes (as applicable). Seller shall not be obligated to approve any applications for Development Plans, nor shall Seller be obligated to support any such applications for Development Plans. All construction of improvements on the Property shall be consistent in all material respects with the approved Development Plans.

ARTICLE 3.
DUE DILIGENCE REVIEW

Section 3.01 Access for Due Diligence. From and after the MDA Effective Date and until the earlier to occur of Closing or termination of this Agreement, Buyer and its employees, agents, representatives and contractors, shall have the right, to enter onto the Property, during reasonable business hours and upon reasonable prior notice to Seller (which notice may be given via electronic mail to the person designated pursuant to Section 9.11 hereof), for purposes of performing due diligence so long as Buyer does not materially change the present physical condition of the Property or otherwise interrupt the operations of the Seller thereon. Any entry on the Property, or portions thereof, made by or on behalf of Buyer or its employees, agents, representatives, or other persons acting on behalf of or at the request of Buyer shall be at the sole risk of Buyer. All tests, examinations, studies and inspections of the Property shall be performed so as not to unreasonably interfere with the current uses of the Property. Buyer shall promptly restore the Property substantially to the physical condition which existed prior to performing such due diligence. Seller agrees to reasonably cooperate with Buyer in its efforts to obtain relevant and useful information regarding the Property (or any portions thereof). As to environmental matters, should any Phase 1 Environmental Site Assessment reveal any REC's, the parties shall confer, and if necessary, Buyer shall have the right to perform a Phase 2 Environmental Site Assessment.

Prior to entry upon the Property, Buyer shall obtain and maintain a general commercial liability insurance policy in the amount of at least Two Million Dollars ($2,000,000), which coverage may be obtained through a combination of a base liability policy and an umbrella policy, that names Seller as an additional insured and that cannot be cancelled without thirty (30) days prior notice to Seller. Seller shall have the option to approve different coverages for consultants of Buyer as requested on a case-by-case basis. The issuer of such policy shall have a minimum A.M. Best rating of A- Class IX. Buyer shall ensure that no liens shall attach to the Property as a result of work performed on, or services or materials supplied in connection with, the Property by Buyer or its consultants and contractors. Buyer hereby agrees to indemnify, defend and hold free and harmless Seller of and from any and all losses, costs, claims, liabilities, damages, liens or charges, including attorneys' fees, arising out of or in any way connected with the due diligence conducted on or concerning the Property by Buyer or its agents, representatives, contractors, subcontractors or employees, but Buyer shall not be obligated to indemnify Seller for any costs, expenses or liability associated with or resulting solely from: (i) the discovery by Buyer or its agents, representatives, contractors, subcontractors and employees of any existing condition on or near the Property; or (ii) the acts or negligence of Seller or any of its agents or employees.

Section 3.02 Title and Survey Defects.

a. Title Defects. Within thirty (30) days after the MDA Effective Date, Seller shall deliver to Buyer a title insurance commitment (the "**Title Commitment**") issued by Old Republic National Title Insurance Company (the "**Title Company**"), through Attorneys Title, committing the Title Company to issue a 2021 ALTA Form owner's policy of title insurance (the "**Title Policy**") insuring Buyer's title to the Property acquired at Closing. Buyer shall have a period of thirty (30) days after receipt of the Title Commitment in which to provide written notice to Seller (the "**Title/Survey Notice**") of any matters affecting title to the Property, including those disclosed by the Title Commitment (collectively, the "**Title Objections**"), or shown on the Survey (as defined herein) (collectively, the "**Survey Objections**") which are not satisfactory to Buyer. Seller shall notify Buyer within five (5) days after receipt of the Title/Survey Notice of those Title Objections and/or Survey Objections that Seller will cure ("**Seller's Title Response**"); provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds to undertake or agree to undertake any obligations or otherwise to cure or agree to attempt to cure any Title Objections or Survey Objections, other than Must-Cure Objections (as defined herein). In the event that Seller's Title Response identifies any Title Objections or Survey Objections that Seller is unwilling to cure, Buyer shall have the right to terminate this Agreement by giving written notice to Seller within three (3) Business Days after receipt of Seller's Title Response. Seller shall use commercially reasonable efforts to cure all Must-Cure Objections, on or prior to the Closing Date. Any Title Objections or Survey Objections which Seller has expressly agreed to use commercially reasonable efforts to cure as stated in Seller's Title Response, but has failed to cure prior to the Closing Date, shall not be deemed a default by Seller hereunder; provided, however, Buyer may elect to waive the Title Defects (as defined herein) and proceed with its purchase of the Property subject to the uncured Title Defects or terminate this Agreement by giving written notice to Seller within three (3) Business Days after receipt of written notice from Seller that such objections cannot be cured, but in no event later than the Closing Date. Upon any such termination pursuant to this Section 3.02.a, neither Party shall have any further liability, obligations or rights under this Agreement except for those which expressly survive termination and all Deposits shall be refunded to Buyer.

As used herein, the term "**Title Defects**" shall mean and refer to any matter or matters reflected on the Title Commitment (or updated Title Commitment) which render title to the Property unmarketable when applying standards customary in the industry for determining marketability or that prevents Buyer's development, construction and use of the Property for its intended uses, other than liens and other exceptions to be discharged by Seller at or before Closing, which shall be cured, released, terminated, as appropriate, by Seller at Seller's sole cost and expense and removed as exceptions from the Title Commitment. Any matter appearing in the public records resulting from actions or omissions of Buyer or

its agents or contractors, will not be deemed a Title Defect for purposes of this Agreement. At least fifteen (15) days prior to Closing, Seller shall deliver to Buyer an updated Title Commitment bringing the effective date forward to a date at least thirty (30) days prior to the Closing Date, together with best available digital, electronic or hard copies of all new Schedule B-1 and Schedule B-2 documents referenced therein. All new matters disclosed in the updated Title Commitment shall be treated as Title Defects. At Closing, Seller shall deliver to Buyer a "marked-up" Title Commitment which shall evidence that upon: (i) the execution, delivery and recordation of the Special Warranty Deed to be delivered by Seller for the Property pursuant to the provisions of this Agreement; and (ii) satisfaction of such other requirements as Schedule B-1 may prescribe, Buyer shall acquire marketable fee simple title to the Property subject only to the Permitted Exceptions (as defined herein). As used herein, the term "**Permitted Exceptions**" shall mean and refer to all matters reflected in the Title Commitment which are not considered Title Defects.

Seller hereby acknowledges, covenants and agrees that Seller, at its sole cost and expense, shall remove, either at or prior to Closing, all such mortgages, monetary liens or similar encumbrances created by or through Seller (the "**Liens**"). It is specifically understood and agreed that Seller will cause the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment, (ii) any gap, overlap, boundary dispute or hiatus identified on a Survey (as defined herein), and (iii) all Liens (collectively, the "**Must-Cure Objections**"). At Closing, Seller shall provide the Title Company with such affidavits or other documents as are necessary to enable the Title Company to delete the Liens and the matters set forth in items (i) and (ii) herein. The Title Policy to be issued as set forth in the Title Commitment shall be delivered to Buyer, at Seller's sole cost and expense, within thirty (30) days after Closing.

b. Survey Defects. Within thirty (30) days after Buyer's receipt of the Title Commitment, Buyer shall obtain an ALTA boundary survey of the Property (the "**Survey**"). Buyer shall have a period of thirty (30) days after receipt of the Survey in which to provide the Title/Survey Notice of any Survey Objections. The Survey shall be updated to be at least thirty (30) days prior to Closing and shall be in a form acceptable to the Title Company and otherwise in a form sufficient for the Title Company to remove the standard survey exceptions, unrecorded easements exceptions, and rights of parties in possession exceptions from the Title Policy to be issued for the Property. All new encroachments and encumbrances shown on the Survey shall be treated as Title Defects hereunder.

c. Notice of Title Defects. Any written notice from Buyer to Seller shall identify and specify the Title Defects, together with the action(s) Buyer believes would be required to eliminate same. Seller shall have until the Closing Date to cure all Title Defects.

d. Utility Easement. The parties agree to work together to minimize as much as reasonably practicable those certain utilities existing as of the Effective Date lying within the 0.236 acres at the southern end of the Property and to provide any utility easement necessary to preserve access to the minimally required existing utilities intended to remain in place.

Section 3.03 No Further Encumbrances. After the MDA Effective Date, Seller shall not create (or cause to be created) any new lien or encumbrance against the Property not consented to in writing by Buyer in its sole and absolute discretion.

Section 3.04 Waiver of Objection. Notwithstanding the foregoing, Buyer shall have the right to waive its objection to any Title Defect(s) and accept the Property subject to the Title Defect(s) and proceed to Closing.

ARTICLE 4.
CLOSING

Section 4.01 Closing. Subject to the satisfaction of all Conditions to Closing unless otherwise waived by the applicable Party(ies), the closing of the purchase and sale of the Property (the "**Closing**") shall occur on such date selected by Buyer as set forth in a written notice provided to Seller (the "**Closing Notice**") at least thirty (30) days prior to the selected closing date (the "**Closing Date**"), which Closing Date shall be no earlier than January 1, 2026 and no later than the date which is two (2) years after the MDA Effective Date (the "**Outside Closing Date**"), and which Closing Date may be extended pursuant to the Vacation Contingency (as defined herein). The parties shall seek to have a "mail-away" closing without the need to attend in person, but shall attend in person if a "mail-away" closing is not feasible. The Closing shall be handled by the law firm of Nabors, Giblin & Nickerson, P.A. (the "**Closing Agent**").

Section 4.02 Closing Conditions. The satisfaction of the following conditions (the "**Conditions**" or "**Conditions to Closing**") shall be diligently pursued and shall be a condition precedent to the transfer and acceptance of the Property and the related matters to occur at Closing on the Closing Date, as it may be extended, unless waived by the applicable party:

a. *Replatting*. Seller shall have approved the Re-Plat of the Property.

b. *Site Plan*. Seller shall have approved the Site Plan.

The Conditions to Closing set forth in subparagphs a. and b. and shall be collectively referred to herein as the "**Land Use/Development Approval Contingency**" or "**Land Use / Development Approval Contingencies**" and may be waived by either party.

Section 4.03 Vacation Contingency. On the Closing Date, Seller shall have vacated the Property in a broom-clean condition with all personal property removed including, without limitation, the removal of the generator (the "**Vacation Contingency**"). The solar panels shall not be removed from the Property and shall be conveyed to Buyer at Closing via Bill of Sale free and clear of any liens or encumbrances. Within five (5) days after receipt of a Closing Notice, Seller shall have the option to extend the Closing Date for a period not to exceed six (6) months (not to exceed the Outside Closing Date) provided that Seller delivers written notice of extension to Buyer within said 5-day period, failing which Seller shall proceed to Closing on the specified Closing Date in the Closing Notice. If Seller fails to vacate the Property by the Closing Date, as it may have been extended by Seller's timely exercise of an extension as provided in this Section 4.03, such failure shall be considered a Seller Event of Default (as hereinafter defined) whereupon Buyer shall have the right to either (i) terminate this Agreement and pursue all remedies as may be available to it pursuant to Section 8.01 hereof, or (ii) elect to extend the Closing Date (even if such date extends beyond the Outside Closing Date) to the date which is thirty (30) days after Seller vacates the Property in which event the Purchase Price shall be reduced by $2,000.00 per day from the original Closing Date through and including the re-scheduled, extended Closing Date.

Section 4.03 Closing Documents. Seller and Buyer shall execute and deliver to the Closing Agent the following documents at least one (1) Business Day before the Closing Date, except for the closing statement and schedule of disbursements which may be signed and an electronic copy thereof delivered to the Closing Agent via e-mail either at or prior to the Closing.

a. Seller Documents. Originals of the following (executed, witnessed and notarized, as required) shall be delivered by Seller to the Closing Agent:

i. Special Warranty Deed for the Property in form and content approved by

Buyer, subject only to the Permitted Exceptions and the following deed restriction:

> "The Property conveyed hereby is subject to, and this conveyance is conditioned upon the Grantee's and its successor's, assign's, lessee's, sublessee's, and occupant's (collectively, the "**Grantee Parties**") agreement to limit and restrict the use of the Property to hotel, multifamily (for sale or for rent), retail and/or office uses, unless the prior written consent of Grantor is obtained in each instance to allow for such other uses, which consent may be withheld or conditioned in Grantor's sole and absolute discretion (the "**Use Restriction**"). The Use Restriction shall run with title to the Property, and shall be binding upon Grantee, the Grantee Parties and each of their successors-in-interest for a term of twenty (20) years after the date of recording of this Special Warranty Deed. Notwithstanding anything contained herein to the contrary, in the event the City of Bradenton exercises its Repurchase Option (as defined in the Memorandum of Repurchase Option recorded of even date herewith) after the Commencement of Construction (as defined in the Development Agreement) of the first Segment (as defined in the Development Agreement), the City and its successors-in-title shall limit and restrict, for a period of five (5) years from the date the City obtains title to the Reqcquired Property (as hereinafter defined), the use of all or any portion of the Property (the "Reacquired Property") to those uses allowable under the zoning of the Reacquired Property as it existed at the Closing Date, excluding the following uses referred to in the Land Development Regulations: Boarding House, Outdoor Amusement Center, Pasenger Terminal (except for a ferry passenger terminal), Religious Assembly, Drive Through Facility, Cemetery, Hospital and Electric Substation.

ii. The Development Agreement.

iii. The Memorandum of Repurchase Option.

iv. The Memorandum of Right of First Refusal.

v. Written reaffirmation as of the time of Closing of the representations and warranties of Seller set forth in Article 6 below.

vi. A non-foreign affidavit sufficient in form and substance to relieve Buyer of any and all withholding obligations under Section 1445 of the Internal Revenue Code.

vii. Seller's title affidavit or certification concerning the absence of leases, judgments, mechanic's liens and unrecorded interests and other matters as customarily required to delete the "Standard Exceptions" in the owner's title insurance policy, in form and content required by the Title Company.

viii. IRS Form 1099-S.

ix. Closing statement and schedule of disbursements prepared in accordance with the requirements of this Agreement and in form and content approved by the Seller, Buyer and Closing Agent.

x. Such other documents, certificates, forms and agreements, if any, required from Seller pursuant to this Agreement.

b. Buyer Documents. Originals of the following (executed, witnessed and notarized, as required) shall be delivered by Buyer to the Closing Agent:

i. The Development Agreement.

ii. The Memorandum of Repurchase Option.

iii. The Memorandum of Right of First Refusal.

iv. Closing statement and schedule of disbursements prepared in accordance with the requirements of this Agreement and in form and content approved by Seller, Buyer and the Closing Agent.

v. Such other documents, certificates, forms and agreements, if any, required from Buyer pursuant to this Agreement.

Section 4.04 Ad Valorem Taxes, Assessments and Expenses.

a. Ad Valorem Real Estate Taxes. Ad valorem real estate taxes for years prior to the year of closing shall be paid by Seller. Ad valorem real estate taxes for the calendar year of Closing shall be prorated between the Seller and Buyer as of the Closing Date if the current tax bill has been issued, which proration shall be based on the earliest discounted payment date. If the current tax bill has not been issued, then no proration shall be made at Closing but Buyer shall be liable for all ad valorem real estate taxes accruing from and after the Closing Date. Ad valorem real estate tax prorations at Closing shall be final and not re-prorated post-Closing.

b. Assessments. With regards to governmental and quasi-governmental assessments: (a) Seller shall pay any assessments that are due and payable as of the Closing Date; (b) Buyer shall pay any assessments that become due and payable after the Closing Date; and (c) the parties shall prorate between themselves on a per-diem basis based on the applicable assessment period with Seller being responsible through the day prior to the Closing Date. Assessment allocations and prorations at Closing shall be final and not re-prorated post-Closing.

Section 4.05 Closing Costs and Other Expenses. At the time of Closing under this Agreement:

a. Buyer shall pay for all recording fees for the Special Warranty Deed, the Survey, all costs incurred in connection with Buyer's due diligence and inspections conducted hereunder and in connection with any financing of the acquisition of the Property.

b. Seller shall pay all premiums and title search charges for the Title Policy and customary endorsements to be issued with respect to the Property in the full amount of the Purchase Price; provided, however, Buyer shall be responsible for all title charges incurred with respect to any loan policy.

c. Seller shall pay all bank wire transfer fees (if any).

d. Seller shall pay any documentary stamp taxes required to be paid on and with respect to the Special Warranty Deed.

e. The parties shall share equally for the preparation of the sketches of description for the Parking ROFR (as defined in the Development Agreement) and the recorded fees of all documents contemplated hereunder to be recorded at Closing (except for those documents recorded to cure any Title Defects which shall be borne by Seller).

f. The parties shall each bear its own attorneys' fees and costs with respect to Closing.

g. All other costs shall be borne by the respective parties as customary in the jurisdiction of where the Property is located.

ARTICLE 5.
PURCHASE PRICE

Section 5.01 Purchase Price. The Purchase Price for the Property shall be equal to Fourteen Million One Hundred Thousand and 00/100 Dollars ($14,100,000.00) (the "**Purchase Price**"), or such greater or lesser amount as may be necessary to complete the payment of such Purchase Price after application of the Deposits, credits, adjustments and prorations provided herein or as may be reduced in accordance with Section 4.03 above, and shall be paid to Seller by Buyer in immediately-available funds (i.e. Federal Reserve bank wire and/or locally drawn Cashier's Check), at the time of Closing.

Section 5.02 Deposits.

a. *Payment of Deposits*. In consideration of Seller's execution and delivery of this Agreement, Buyer shall deposit with Nabors, Giblin & Nickerson, P.A., as escrow agent (the "**Escrow Agent**"), the sum of up to One Million Four Hundred Ten Thousand and 00/100 Dollars ($1,410,000.00), as an earnest money deposit, payable in installments as follows (collectively, the "**Deposits**"):

i. 1st Deposit Installment: $150,000 is due on the MDA Effective Date.

ii. 2nd Deposit Installment: $150,000 is due on the later to occur of: (a) the date which is six (6) months after the MDA Effective Date or (b) March 31, 2025.

iii. 3rd Deposit Installment: $300,000 is due on the later to occur of: (a) the date which is nine (9) months after the MDA Effective Date or (b) June 30, 2025.

iv. 4th Deposit Installment: $300,000 is due on the later to occur of: (a) the date which is twelve (12) months after the MDA Effective Date or (b) September 30, 2025.

v. 5th Deposit Installment: $300,000 is due on the later to occur of: (a) the date which is fifteen (15) months after the MDA Effective Date or (b) December 30, 2025.

vi. 6th Deposit Installment: unless the Closing has already occurred, $210,000 is due on the later to occur of: (a) the date which is eighteen (18) months after the MDA Effective Date or (b) March 31, 2026.

b. *Investment of Deposits*. Buyer and Seller hereby authorize and direct that Escrow Agent, with reasonable promptness after receipt of any forms required to be executed by Buyer, shall invest the Deposits in an interest-bearing or money market account at Bank of America, Fifth Third Bank or other national banking institution in the name of Buyer. Interest earned and accrued on the Deposits (or so much thereof as shall remain in escrow hereunder from time to time) shall be and become a part of the Deposits

and shall be disbursed by Escrow Agent with the disbursement of the Deposits in accordance with the terms of this Agreement. All interest earned and accrued on the Deposits from time to time shall, for Federal income tax purposes, be reported under Buyer's Federal Taxpayer Identification Number. At Closing, the Deposits shall be applied to the Purchase Price.

ARTICLE 6.
CONDEMNATION

Section 6.01 Condemnation. If at any time after the MDA Effective Date: (a) any portion of the Property then owned by Seller is taken under power of eminent domain; (b) any condemnation or eminent domain proceedings are filed with respect to any such portion of the Property; or (c) Seller receives written notice of an offer to purchase in anticipation of condemnation of any such portion of the Property (each a "**Condemnation Proceeding**"), then Seller shall provide promptly to Buyer written notice thereof, accompanied by such available information as may be reasonably necessary for Buyer to evaluate the nature, scope and impact of said Condemnation Proceeding ("**Notice of Condemnation**"). Notwithstanding anything contained herein to the contrary, Seller shall have no right to use, and hereby waives, any power of eminent domain with respect to the Property (or any portions thereof), it being understood and agreed that the provisions hereof shall apply to condemnation by governmental agencies other than Seller.

a. Participation in Proceeding. In the event of and throughout any Condemnation Proceeding, Seller shall provide Buyer with copies of all relevant materials (including, but not by way of limitation, all e-mail correspondence) and afford adequate notice and meaningful opportunity to attend any meetings with governmental officials of others and participate in any telephonic conference calls and/ or video conferences.

b. No Material and Adverse Impact. If any taking pursuant to the Condemnation Proceeding would not, as determined by Buyer in the exercise of its reasonable discretion, have a material and adverse impact on the ability of Buyer to proceed with its existing plans for development of the affected parcel or phase in which it is located, or the overall Property: (i) Buyer shall provide Seller with notice thereof within thirty (30) days of receipt of the Notice of Condemnation; (ii) the land taken by the Condemnation Proceeding shall be excluded from this Agreement; (iii) the Purchase Price for the Property from which said land is taken shall be adjusted as subsequently agreed by the parties; and (iv) the condemnation proceeds shall be paid to Seller.

c. Material and Adverse Impact. If any taking pursuant to the Condemnation Proceeding would, as determined by Buyer in the exercise of its reasonable discretion, have a material and adverse impact on the ability of Buyer to proceed with its existing plans for development of the affected parcel or phase in which it is located, or for the overall Property: (i) Buyer shall provide Seller with notice thereof within thirty (30) days of receipt of the Notice of Condemnation; and (ii) Buyer shall seek to reconfigure the particular parcel or phase, or the Conceptual Design Plan, to accommodate the land taken by the Condemnation Proceeding, in which event: (A) the land taken by the Condemnation Proceeding shall be excluded from this Agreement; (B) the purchase price for the parcel from which said land is taken shall be adjusted as subsequently agreed by the parties; (C) Seller shall cooperate to sell to Buyer such additional land as may be reasonably necessary to reconfigure the parcel and/or phase, to the extent Seller owns any such land; and (D) the condemnation proceeds shall be paid to: (x) Buyer for reimbursement of any reasonable, documented out-of-pocket cost incurred by it to re-configure the parcel, phase, or Conceptual Design Plan; and (y) the remainder of the condemnation proceeds shall be paid to Seller.

d. Termination. If the taking pursuant to the Condemnation Proceeding would, as determined by Buyer in the exercise of its reasonable discretion, have a material and adverse impact on the ability of Buyer to proceed with its existing plans for development of the Property, and Buyer seeks to

reconfigure the Conceptual Design Plan for the Property as provided above and is unable to do so, then Buyer shall have the additional right to terminate this Agreement upon written notice to Seller, in which event the condemnation proceeds shall be paid to Seller.

ARTICLE 7.
REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

a. To Seller's knowledge, there is no pending condemnation, property dedication requirement, or similar proceeding affecting the Property.

b. To Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, orders, zoning laws and restrictions affecting the Property and has not received any written notification of any outstanding violation of the same. If any notice is received prior to a subject closing, a copy of the notice will be promptly delivered to Buyer.

c. There are no legal actions, suits or other legal or administrative proceedings pending or, to Seller's knowledge, threatened which would adversely affect the Property or any portion of the Property.

d. To Seller's knowledge, there have been no violations of applicable law relating to and no hazardous or toxic materials, substances or waste exist on or below the Property in violation of applicable law.

e. No party other than Buyer has any right or option to purchase the Property, or any portion thereof, from Seller.

f. Seller is a municipal corporation of the State of Florida. This Agreement has been, and the documents, instruments and agreements required to be delivered by Seller pursuant to this Agreement shall be duly executed and delivered by Seller and constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms. None of the execution, delivery or performance of this Agreement is prohibited by the terms of any agreement binding on Seller, or, to Seller's knowledge, requires Seller or the individual executing this Agreement on behalf of Seller to obtain the consent, approval or authorization of or notice to or filing a registration with any person, public authority or any other entity.

The expression "to Seller's knowledge" or like expression when used herein shall mean the actual current knowledge, without inquiry, of the City Manager. Seller may, from time to time, substitute other people with reasonable knowledge of the Property by providing advance written notice to Buyer at least thirty (30) days prior to any applicable closing.

Section 7.02 Seller's Covenants and Agreements. Seller covenants and agrees with Buyer that from the MDA Effective Date and until the Closing:

a. Seller shall not make, enter or grant any new encumbrance, lease, tenancy, license or other agreement for the use or occupancy of, or grant any interest in, the Property, or any portion thereof which would remain binding on the Property or Buyer after the Closing, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

b. Seller shall timely pay all taxes, insurance premiums, debt service, and other obligations pertaining to the Property.

c. Seller shall continue to maintain the Property consistent with current practices existing as of the MDA Effective Date.

d. Seller shall promptly inform Buyer of any developments which would cause any of its representations or warranties contained in this Contract to be no longer true or accurate in any material respect. Seller shall promptly deliver to Buyer copies of all notices and material correspondences delivered to or received from any governmental or quasi-governmental authorities concerning the Property, or any portions thereof.

Section 7.03 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

a. This Agreement has been, and the documents, instruments and agreements required to be delivered by Buyer pursuant to this Agreement, shall be duly executed and delivered by Buyer and constitute legal, valid and binding obligations of Buyer enforceable in accordance with their respective terms. None of the execution, delivery or performance of this Agreement, is prohibited by the terms of any agreement binding on Buyer, or requires Buyer to obtain the consent, approval or authorization of, or notice to or filing a registration with, any person, public authority or any other entity.

b. Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Florida. Any corporation, partnership or limited liability company to which Buyer assigns this Agreement shall be, as of the date of such assignment and as of the date of closing, duly organized, validly existing and in good standing under the laws of the State of Florida and its State of organization if not Florida, and shall have all requisite power and authority to perform the obligations of Buyer hereunder.

Section 7.04 Survival. All of the representations, and warranties of Seller and Buyer contained in this Agreement are made as of the MDA Effective Date and shall be deemed remade on and as of Closing, and shall survive such Closing for a period of twelve (12) months after the Closing and shall not be deemed to merge upon the delivery and acceptance of Seller's Special Warranty Deed.

Section 7.05 Assignability. Seller agrees that Buyer by written notice to the Seller may designate an affiliate of Buyer to be the grantee in the Special Warranty Deed and take title to the Property at Closing. Except as set forth above, Buyer shall not be permitted to assign or transfer its rights and obligations under this Agreement without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties and their respective heirs, personal representatives, permitted successors and assigns and no third party shall have any rights, privileges or other beneficial interest in or under this Agreement.

ARTICLE 8.
NOTICE, DEFAULT AND REMEDIES

Section 8.01 Seller Event of Default. In the event that Seller fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto prior to Closing, then Buyer may provide Seller with notice thereof ("**Notice of Seller Default**"), subject to the following terms and provisions:

a. In the case of a failure to: (a) pay any such sum, Seller shall pay said sum within five (5) days from the date of receipt of said Notice of Seller Default; or (b) perform any such obligation, Seller shall perform said obligation within ten (10) days, provided however, if said obligation is of such a nature that it could not reasonably be performed within ten (10) days, then Seller shall: (i) promptly institute necessary cure efforts and give Buyer notice of the actions to be taken by Seller; (ii) thereafter diligently and continuously pursue said efforts for a period of up to thirty (30) days after the date of receipt of said Notice of Seller Default.

b. If Seller fails to cure any such matter within the time period set forth above after receipt of the Notice of Seller Default, then it shall constitute a "**Seller Event of Default**" hereunder. Notwithstanding anything set forth above to the contrary, no Notice of Seller Default or cure period shall be required for the failure of Seller to close on the Property in accordance with the terms hereof.

c. Upon occurrence of a Seller Event of Default, Buyer shall have the following as its sole and exclusive rights and remedies: (i) terminate this Agreement; and/or (ii) pursue an action for all remedies available at law and in equity including, without limitation, specific performance. Further, in addition to the foregoing remedies, upon a Seller Event of Default, Buyer shall be entitled to a refund of all Deposits paid hereunder. Notwithstanding the foregoing, in the event specific performance is not an available remedy due to the action or inaction of Seller in breach of this Agreement and/or in the event that Seller fails to vacate the Property by the Closing Date, as it may have been extended by Seller's timely exercise of an extension, Buyer shall be entitled to liquidated damages equal to the sum of the greater of (i) $1,410,000.00; or (ii) all third-party costs incurred by Buyer in connection with the Preliminary Agreement and this Agreement entered into by the parties multiplied by 2.0 payable within thirty (30) days after receipt of a written demand therefor, which shall accrue interest at the maximum allowable rate under Florida law from the date due until paid in full. Notwithstanding anything contained herein to the contrary, Buyer shall have no right to pursue the remedy of specific performance or monetary damages in the event of a failure of any Land Use/Development Approval Contingency. The failure of any Land Use/Development Approval Contingency, and Seller's failure to vacate the Property due to the failure of any Land Use/Development Approval Contingency (unless such Land Use / Development Approval Contingency is waived by Buyer), shall not be considered a Seller Event of Default. Buyer's sole remedy in the event that any Land Use/Development Approval Contingency is not satisfied (and for which Buyer is not at fault) shall be to terminate this Agreement and receive a refund of all Deposits.

Section 8.02 Buyer Event of Default. In the event that Buyer fails to pay any required sum or perform any required obligation on its part to be paid or performed pursuant hereto prior to Closing, then Seller may provide Buyer with notice thereof ("**Notice of Buyer Default**"), subject to the following terms and provisions:

a. In the case of a failure to: (a) pay any such sum, Buyer shall pay said sum within five (5) days from the date of receipt of said Notice of Buyer Default; or (b) perform any such obligation, Buyer shall perform said obligation within ten (10) days, provided however, if said obligation is of such a nature that it could not reasonably be performed within ten (10) days, then Buyer shall: (i) promptly institute necessary cure efforts and give Seller notice of the actions to be taken by Buyer; (ii) thereafter diligently and continuously pursue said efforts for a period of up to thirty (30) days after the date of receipt of said Notice of Buyer Default.

b. If Buyer fails to cure any such matter within the time period set forth above after receipt of the Notice of Buyer Default, then it shall constitute a "**Buyer Event of Default**" hereunder. Notwithstanding anything set forth above to the contrary, no Notice of Buyer Default or cure period shall be required for the failure of Buyer to close on the Property in accordance with the terms hereof.

c. Upon occurrence of a Buyer Event of Default, Seller shall have the following as its sole and exclusive rights and remedies: (i) terminate this Agreement, and (ii) receive the Deposits as full and fair liquidated damages hereunder.

Section 8.03 Waiver of Certain Damages. Nothing contained herein shall preclude Seller from suing Buyer for third-party claims made against Seller to the extent arising from the Buyer's defaults under this Agreement; provided, however, in no event may Seller bring any claim or cause of action against Buyer for consequential, special, incidental, indirect, exemplary or punitive damages, which Seller hereby expressly waives any right to sue for. Except as specifically stated herein, in no event may Buyer bring any claim or cause of action against Seller for consequential, special, incidental, exemplary or punitive damages, which Buyer hereby expressly waives any right to sue for.

Section 8.04 Attorney's Fees. In the event that any party finds it necessary to employ an attorney to enforce any provision of this Agreement, the predominantly prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in connection therewith (including costs of collection), at both trial and appellate levels; including bankruptcy proceedings, in addition to any other remedies to which such predominantly prevailing party may be entitled. The requirement to pay the predominantly prevailing party's reasonable attorneys' fees and costs shall survive any expiration or termination of this Agreement. The determination of which party is the predominantly prevailing party shall be made by a court of competent jurisdiction.

Section 8.05 Sovereign Immunity. Notwithstanding anything contained herein to the contrary, Seller, by execution of this Agreement, hereby fully and expressly waives to the fullest extent permitted by law the protections of sovereign immunity in connection with any amount owed to Buyer hereunder, *except* that the Seller makes no waiver of the protections of sovereign immunity that are not already waived in Section 768.28, Florida Statutes, with respect to actions in tort or as a result of negligence either (a) by the Buyer or any related party that are unrelated to violations by the Seller of the terms of this Agreement, or (b) by third parties.

ARTICLE 9.
MISCELLANEOUS

Section 9.01 As Is / Where Is Sale. Except for any representation or warranty expressly set forth in this Agreement, Seller has not made, and shall not be deemed to have made, and Buyer has not relied upon, any representation or warranty, either express or implied, to Buyer, as to any matter whatsoever concerning the Property. Except as set forth in this Agreement, Buyer acknowledges that the purchase of the Property by Buyer is on an "AS IS" basis. EXCEPT AS SET FORTH IN THIS AGREEMENT, BUYER EXPRESSLY AGREES TO ACCEPT THE PROPERTY "AS IS" AND "WHERE IS." EXCEPT FOR ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL UNDER NO CIRCUMSTANCES BE DEEMED TO HAVE MADE, AND SELLER HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PROPERTY AND EACH PART THEREOF, AND THE ADEQUACY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY OR ANY PART THEREOF. Except as specifically required herein, Seller shall not be obligated to conduct any inquiry or investigation regarding the condition of the Property in connection with this Agreement.

Section 9.02 Entire Agreement; Modification. This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written,

are merged into this Agreement. This Agreement cannot be modified, or terminated except by an instrument in writing signed by the party against which the enforcement is sought.

Section 9.03 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Section 9.04 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 9.05 Counterparts. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

Section 9.06 Severability. If any provision contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 9.07 Waiver. Either party reserves the right to waive in whole or part any provision which is for such party's benefit. No such waiver shall be effective unless it is in writing. Any waiver shall be limited to the matter specified in the writing. No waiver shall be considered a waiver of any other or subsequent default and no delay or omission in exercising the rights and powers granted herein shall be construed as a waiver of such rights and powers.

Section 9.08 No Brokers. Buyer hereby represents and warrants to Seller that Buyer has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Buyer hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorney's fees and costs of litigation, both prior to and on appeal, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Buyer, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

Seller hereby represents and warrants to Buyer that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Buyer and agrees to hold Buyer free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' fees and costs of litigation both prior to and on appeal, which Buyer shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby.

The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

Section 9.09 Time. Time is of the essence of this Agreement.

Section 9.10 Interpretation. Whenever the context of this Agreement shall so require, the

singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits or schedules hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

Section 9.11 Notices. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Seller or Buyer, as applicable, at the following addresses and to the following individuals (or at such other address as said parties receiving copies may designate in writing given in accordance with this Section):

SELLER:

Rob Perry, City Administrator
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Email: Rob.Perry@BradentonFL.gov

Scott Rudacille, Esq.
Blalock Walters
802 11th Street West
Bradenton, FL 34205
Email: Srudacille@blalockwalters.com

with copy to:

Mark Mustian, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr, STE 200
Tallahassee, FL 32308
Email: mmustian@ngn-tally.com

BUYER: Jamil Lacourt, Authorized Representative
Vias at Bradenton, LLC
c/o L&L Development Group
222 Lakeview Avenue, Suite 1130
West Palm Beach, Florida 33401
Email: jamil.lacourt@ll-holding.com

and

Lynn Feng, Executive Vice President - Legal
L&L Holding Company
142 West 57th Street
New York, New York 10019
Email: lynn.feng@ll-holding.com

and

Ron Allen
NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, Florida 34205
Email: ron@ndcconstruction.com

with copy to: Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
Attn: Sara W. Bernard, Esq.
Email: sara.bernard@hklaw.com

Notice shall be deemed to have been given on the date on which notice is delivered, if any notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

Section 9.12 Additional Acts. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement. In carrying out their obligations and performing any actions under this Agreement, the parties shall act in accordance with good faith and fair dealing.

Section 9.13 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 6:00 pm (Florida time) on the last day of the applicable time period provided herein. Any day which falls on a day other than a Saturday, Sunday or legal holiday shall be referred to herein as a "**Business Day**".

Section 9.14 Construction. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

Section 9.15 No Third-Party Beneficiaries. No term or provision of this Agreement or the exhibits or schedules hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

Section 9.16 Force Majeure. For purposes of this Agreement, the term "**Force Majeure**" or a "**Force Majeure Event**" shall apply to any and all obligations hereunder which are affected by any prevention, delay or stoppage of the performance of such obligation under this Agreement arising from a

cause or causes beyond the control of the party whose performance is so delayed. Such causes shall include, without limitation: strikes, labor disputes, moratoria, acts of nature (*e.g.*, adverse weather conditions), fires or other casualties or other natural causes beyond the reasonable control of the party obligated to perform hereunder, civil commotion, warlike operations, sabotage, terrorism (*e.g.*, enemy or hostile government actions), governmental or judicial action/inaction, restrictions, regulation, legislation, orders or controls (including permitting or approval delays), pandemic that results in government shutdowns, material shortages, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, or unforeseen site conditions. The parties acknowledge and agree that either party's incompetence or failure to deploy reasonable resources to meet its obligations hereunder shall not be deemed to constitute a Force Majeure Event. Without limiting the generality of the foregoing, any economic hardship of any party shall not constitute a Force Majeure Event. Either party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is occasioned by a Force Majeure Event, provided that such claim is made within ninety (90) days after the occurrence of the Force Majeure Event, whereupon the time for performance shall be automatically extended for a like period subject to the limitation set forth in the preceding sentence.

Section 9.17 Risk of Loss. All risk of loss shall pass onto Buyer from and after Closing.

Section 9.18 Exclusivity. Unless and until this Agreement is terminated, Seller agrees to disclose any and all solicited and unsolicited offers or proposals made and/or received from third-parties with respect to the Property. Further, unless and until this Agreement is terminated, Seller shall not entertain, discuss, negotiate or consider offers from third-parties or proposals to sell or lease the Property to any third-party.

Section 9.19 Memorandum of Agreement. Promptly upon execution of this Agreement, the parties agree to record a memorandum of this Agreement placing third-parties on notice of this Agreement in such form and substance as set forth in **Exhibit "F"** attached hereto and made a part hereof.

Section 9.20 JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

“SELLER”

CITY OF BRADENTON, FLORIDA

_____

Rob Perry, City Administrator

ATTEST:

_____

APPROVED AS TO FORM

_____

City Attorney’s Office

“BUYER”

VIAS AT BRADENTON LLC,
a Florida limited liability company

By: _____
Name: David W. Levinson
Title: Manager
Date: July 18, 2024

Type text here

EXHIBIT "A"

Lots 1, 2, 3 and 4 of Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135, of the Public Records of Manatee County, Florida.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and the 20-foot Alley, John A. Graham's Resubdivision of Lots 1, 2, 3, 4, 5, & 6 of Turner's Plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida.

A portion of filled sovereignty lands described in Disclaimer made by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in favor of the CITY OF BRADENTON, recorded in Official Records Book 776, Page 811, of the Public Records of Manatee County, Florida and bounded on the north by the south right-of-way of Barcarrota Boulevard (also known as 1st Avenue West), on the east by the west right-of-way of 10th Street West, on the west by the east right-of-way of Old Main Street (also known as 12th Street West) and on the south by the northerly lines of said John A. Graham's Resubdivision and said Block "B" of Smith's Addition to Braidentown

All lying in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, and being more particularly described as:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida, which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th Street West) and the north right-of-way of 3rd Avenue West, thence N00°36'14"E, along the west line of said Graham's Resubdivision and the said east right-of-way line, a distance of 587.64 feet to a point which is the intersection of the said east right-of-way line and the south right-of-way line of Barcarrota Boulevard (also known as 1st Avenue West); thence S89°36'22"E, along the said south right-of-way line, a distance of 408.49 feet to a point which is the intersection of the said south right-of-way line and the west right-of-way line of 10th Street West; thence S04°12'16"E, along the said west right-of-way line, a distance of 212.22 feet; thence continue along the said west right-of-way line, S01°16'12"W, a distance of 380.39 feet to a point which is the intersection of the said west right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46"W, along the said north right-of-way line and the south line of said Smith's Addition and said John A. Graham's Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 248,691 square feet or 5.71 acres, more or less.

LESS PARKING GARAGE PARCEL:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown as recorded in Plat Book 1, page 184, Public Records of Manatee County, Florida which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th Street West) and the north right-of-way line of 3rd Avenue West, thence N00°36'14"E, along the west line of said John A. Graham's Resubdivision and the said east right-of-way, a distance of 186.26 feet; thence departing said east right-of-way line the following seven (7) courses; (1) S89°21'52"E, a distance of 38.18 feet; (2) N38°58'20"E, a distance of 3.90 feet; (3) N03°25'55"E, a distance of 23.58 feet; (4) S88°57'34"E, a distance of 32.21 feet; (5) S00°56'42"E, a distance of 9.16 feet; (6) S56°08'44"E, a distance of 40.86 feet; (7) S89°22'12"E, a distance of 315.59 feet to a point on the west right-of-way line of 10th Street West; thence S01°16'12"W, along said west right-of-way line, a distance of 183.62 feet to a point which is the intersection of said west

right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block “B”, Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46”W, along the said north right-of-way line and the south line of said Smith's addition and said John A. Graham’s Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 78,769 square feet or 1.81 acres, more or less.

The overall area of the City Center parcel, less the Parking Garage Parcel is 169,922 square feet or 3.90 acres, more or less.

EXHIBIT "B"
CONCEPTUAL DESIGN PLAN

[See Attached 15 Pages]

Bradenton City Hall Development

Proposed:
- 8 Story Building with ± 350 Apartments

- 14 Story Building with ± 130 Hotel Keys
  - Bar on Top Floor
  - Amenity / Meeting Space (9th Level)
  - Hotel Pool Deck & Outdoor Bar (9th Level)

- 20 Story Building with (95) Condos
  - Condo Amenities (9th Level)
  - Condo Pool Deck (9th Level)

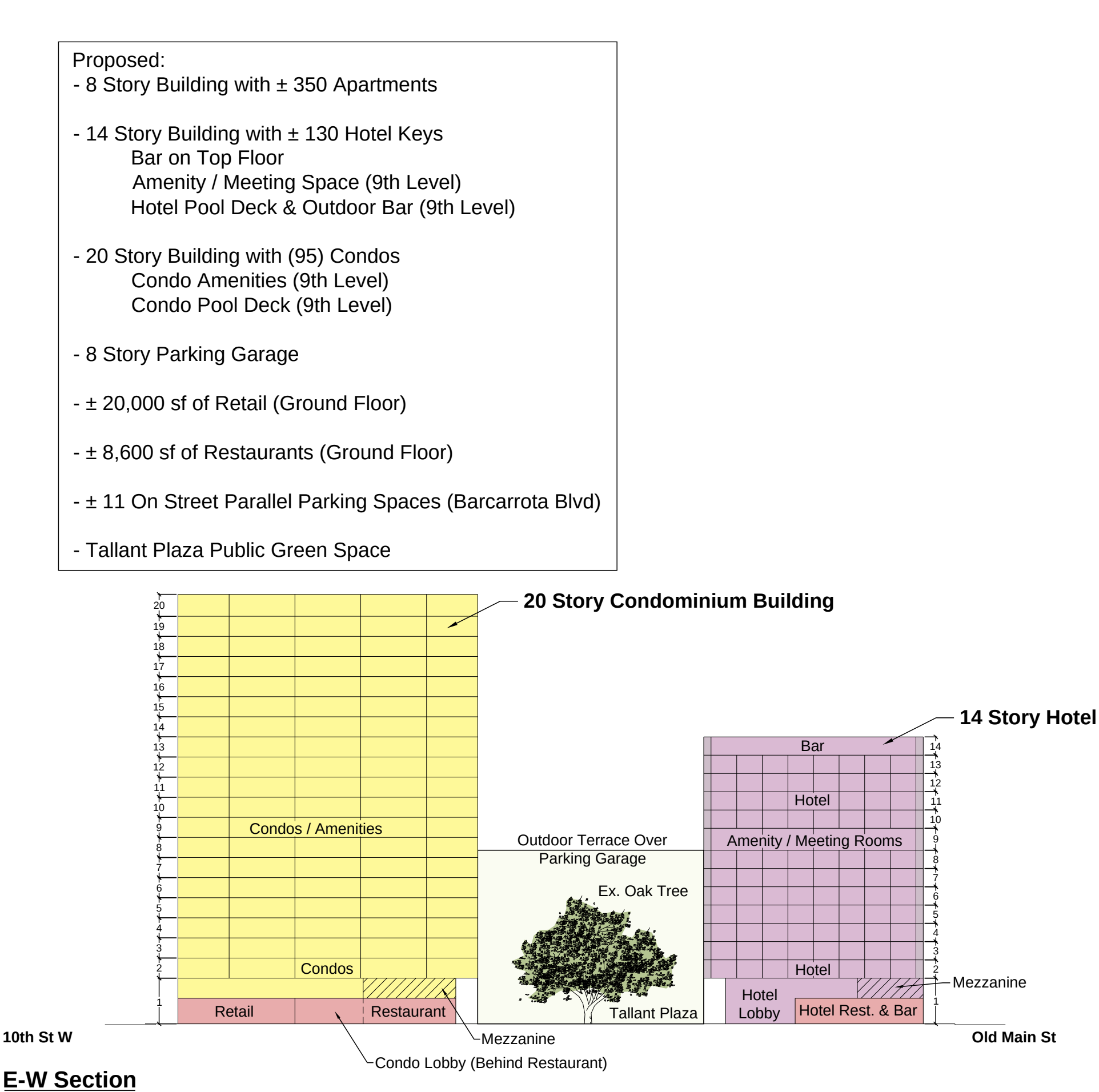
- 8 Story Parking Garage

- ± 20,000 sf of Retail (Ground Floor)

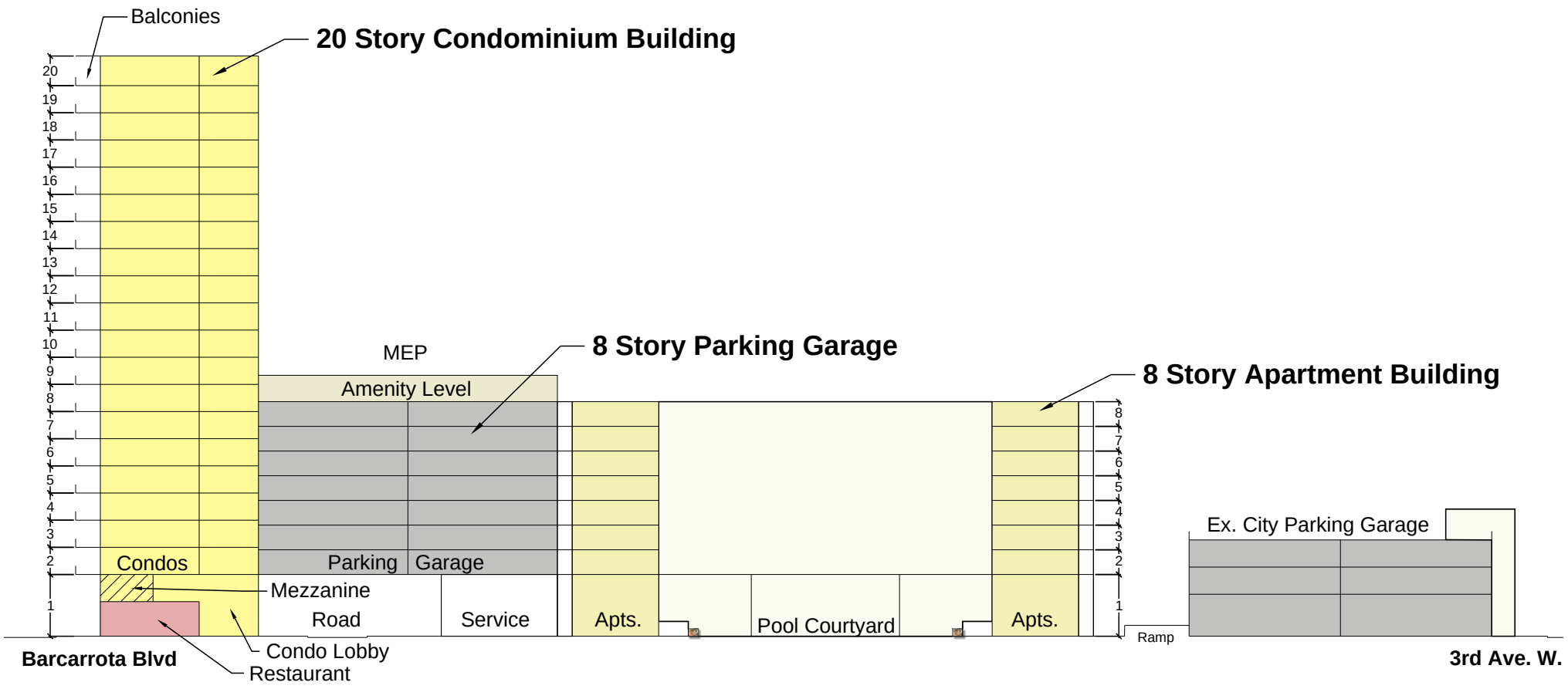
- ± 8,600 sf of Restaurants (Ground Floor)

- ± 11 On Street Parallel Parking Spaces (Barcarrota Blvd)

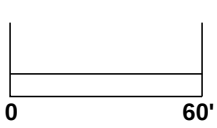
- Tallant Plaza Public Green Space



E-W Section



N-S Section



Section

Bradenton City Hall Concept Plan

Scale: 1"=60'-0" Date: Feb. 14, 2024 Page 1

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1812

Note: Intended improvements to the Riverwalk are not shown

Tallant Plaza

Barcarrota Blvd

N-S Section

E-W Section

Hotel Rest. & Bar ± 4,200 sf

Hotel Lobby

Ex Oak

Restaurant ± 4,400 sf

Retail ± 2,600 sf

Condo Lobby

Dropoff

Dropoff

Dropoff

Old Main St

60.0'

Retail ± 13,500 sf

Speed Ramp

MEP

Service

Leasing Office

Apartments

Apt Lobby

Fire Pit

Sun Shelf

Lounge

Bocce

Pool

Spa

Outside Bar

Amenities ± 12,000 sf

Fitness

Retail ± 3,900 sf

10th St. W.

Service

Apartments

Entry to 1st Flr

M / W

Existing Ramp

Exist. Retail

Existing Public Parking Garage (± 468 Spaces)

Existing Manatee Chamber of Commerce

3rd Ave. W.

NORTH

0 50'

Ground Level

Bradenton City Hall Concept Plan

Scale: 1"=50'-0" Date: Feb. 14, 2024 Page 2

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1813

Note: Intended improvements to the Riverwalk are not shown

Barcarrota Blvd

Hotel

Condos

Elec.

Speed Ramp

Apartments

Old Main St

10th St. W.

Apartments

Entry to 1st Flr

Existing Ramp

Existing Public Parking Garage

3rd Ave. W.

NORTH

0 50'

2nd Level

Bradenton City Hall Concept Plan

Scale: 1"=50'-0" Date: Feb. 12, 2024 Page 3

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1814

Note: Intended improvements to the Riverwalk are not shown

Barcarrota Blvd

Elec.

Option: Remove End Unit to Allow more Air & Light into Garage

Old Main St

10th St. W.

Entry to 1st Flr

Existing Ramp

Existing Public Parking Garage

3rd Ave. W.

NORTH

0 50'

2nd Level

Bradenton City Hall Concept Plan

Scale: 1"=50'-0" Date: Feb. 12, 2024 Page 4

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1815

Note: Intended improvements to the Riverwalk are not shown

Barcarrota Blvd

Hotel

Condos

Ramped Parking

Apartments

Apartments

Old Main St

10th St. W.

Existing Public Parking Garage

3rd Ave. W.

NORTH

0 50'

Levels 3-8

Bradenton City Hall Concept Plan

Scale: 1"=50'-0" Date: Feb. 12, 2024 Page 5

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1816

Note: Intended improvements to the Riverwalk are not shown

Barcarrota Blvd

Amenity / Meeting Rooms

Hotel Fitness

Condos

Bar

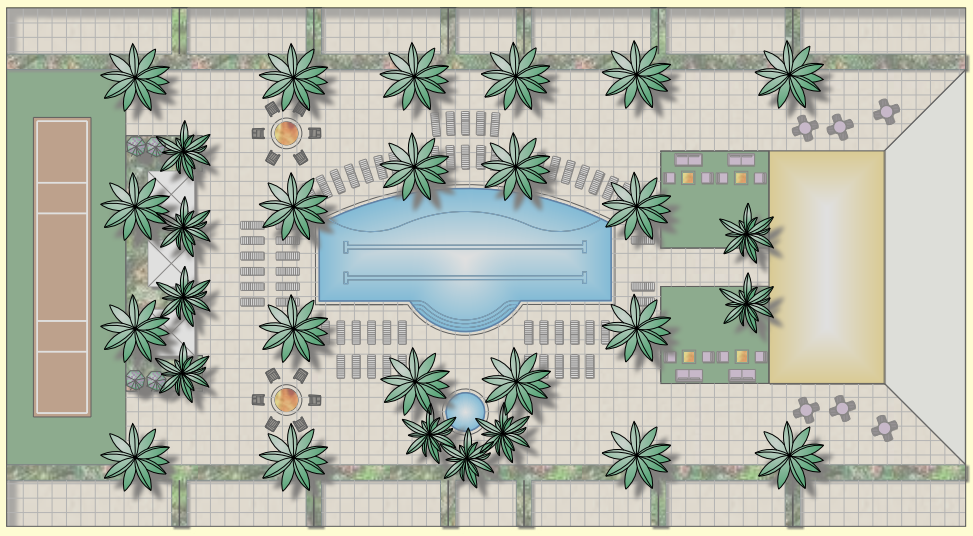
W

M

Condo Amenities

Hotel Pool

Condo Pool



Old Main St

10th St. W.

Existing Public Parking Garage

3rd Ave. W.

NORTH

0 50'

Level 9

Bradenton City Hall Concept Plan

Scale: 1"=50'-0" Date: Feb. 12, 2024 Page 6

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1817





Bradenton City Hall Development
Concept Images
Page 7





Bradenton City Hall Development
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Concept Images
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Concept Images
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Concept Images
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Bradenton City Hall Development
Concept Images
Page 13



Bradenton City Hall Development
Concept Images
Page 14

EXHIBIT "C"
MAXIMUM OFF-SITE MITIGATION REQUIREMENTS

[*To Be Added By Amendment*]

EXHIBIT "D"
SITE PLAN/BUILDING MASSING PLAN

[*To Be Added By Amendment*]

EXHIBIT "E"
MILESTONE SCHEDULE

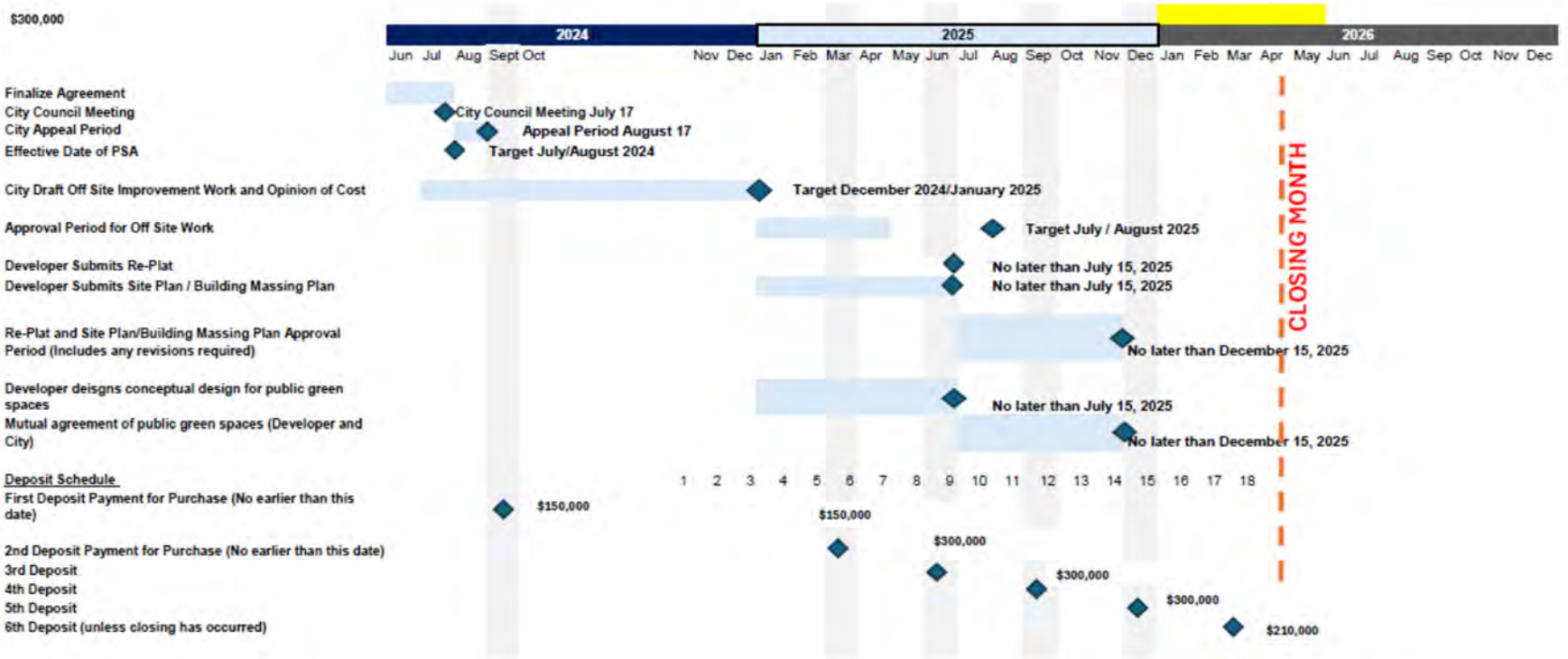

EXHIBIT "F"
MEMORANDUM OF AGREEMENT

[See Attached 5 Pages]

Prepared By and Return To:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is dated as of the ___ day of _____, 2024 (the "**Effective Date**"), by and between **THE CITY OF BRADENTON**, a municipal corporation of the State of Florida, whose mailing address is _____ ("**Seller**"), and **VIAS AT BRADENTON LLC**, a Florida limited liability company, whose mailing address is 222 Lakeview Avenue, Suite 1130, West Palm Beach, Florida 33401 ("**Buyer**").

W I T N E S S E T H :

A. Buyer and Seller entered into a Master Development and Purchase Agreement dated _____, 2024 (the "**Purchase Agreement**"), which provides for the purchase and sale of the real property lying within the City of Bradenton, Florida described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

B. Buyer and Seller desire to enter into this Memorandum in order to place the public on notice of inquiry of the provisions, terms, conditions and covenants of the Purchase Agreement concerning the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Recitals**. The foregoing recitals are correct and are incorporated herein.

2. **Purpose of Memorandum**. The purpose of this Memorandum is to give record notice of the Purchase Agreement and the rights created thereby, all of which are hereby confirmed.

3. **Agreement Controls this Memorandum of Agreement**. If and to the extent of any conflict between the Purchase Agreement and this Memorandum, the provisions of the Purchase Agreement shall control over the provisions of this Memorandum.

4. **Counterpart Execution**. This Memorandum may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Buyer and Seller have executed this Memorandum as of the Effective Date.

WITNESSES:

Signed, sealed and delivered
in the presence of:

_____
Print Name:_____
Address:_____
_____

_____
Print Name:_____
Address:_____
_____

"SELLER"

VIAS AT BRADENTON LLC,
a Florida limited liability company

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2024, by _____, as _____ of **VIAS AT BRADENTON LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

_____
(Signature of Notary Public)

_____
(Typed Name of Notary Public)
Notary Public, State of _____
Commission No.:_____
My Commission Expires:_____

WITNESSES:

"BUYER"

CITY OF BRADENTON, FLORIDA

_____
Rob Perry, City Administrator

ATTEST:

_____

APPROVED AS TO FORM

_____
City Attorney's Office

EXHIBIT "A"

PROPERTY

Lots 1, 2, 3 and 4 of Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135, of the Public Records of Manatee County, Florida.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and the 20-foot Alley, John A. Graham's Resubdivision of Lots 1, 2, 3, 4, 5, & 6 of Turner's Plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida.

A portion of filled sovereignty lands described in Disclaimer made by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in favor of the CITY OF BRADENTON, recorded in Official Records Book 776, Page 811, of the Public Records of Manatee County, Florida and bounded on the north by the south right-of-way of Barcarrota Boulevard (also known as 1st Avenue West), on the east by the west right-of-way of 10th Street West, on the west by the east right-of-way of Old Main Street (also known as 12th Street West) and on the south by the northerly lines of said John A. Graham's Resubdivision and said Block "B" of Smith's Addition to Braidentown

All lying in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, and being more particularly described as:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida, which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th Street West) and the north right-of-way of 3rd Avenue West, thence N00°36'14"E, along the west line of said Graham's Resubdivision and the said east right-of-way line, a distance of 587.64 feet to a point which is the intersection of the said east right-of-way line and the south right-of-way line of Barcarrota Boulevard (also known as 1st Avenue West); thence S89°36'22"E, along the said south right-of-way line, a distance of 408.49 feet to a point which is the intersection of the said south right-of-way line and the west right-of-way line of 10th Street West; thence S04°12'16"E, along the said west right-of-way line, a distance of 212.22 feet; thence continue along the said west right-of-way line, S01°16'12"W, a distance of 380.39 feet to a point which is the intersection of the said west right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46"W, along the said north right-of-way line and the south line of said Smith's Addition and said John A. Graham's Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 248,691 square feet or 5.71 acres, more or less.

LESS PARKING GARAGE PARCEL:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown as recorded in Plat Book 1, page 184, Public Records of Manatee County, Florida which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th Street West) and the north right-of-way line of 3rd Avenue West, thence N00°36'14"E, along the west line of said John A. Graham's Resubdivision and the said east right-of-way, a distance of 186.26 feet; thence departing said east right-of-way line the following seven (7) courses; (1) S89°21'52"E, a distance of 38.18 feet; (2) N38°58'20"E, a distance of 3.90 feet; (3) N03°25'55"E, a distance of 23.58 feet; (4) S88°57'34"E, a distance of 32.21 feet; (5) S00°56'42"E, a distance of 9.16 feet; (6) S56°08'44"E, a distance of 40.86 feet; (7) S89°22'12"E, a distance of 315.59 feet to a point on the west right-of-way line of 10th Street West; thence S01°16'12"W, along said west right-of-way line, a distance of 183.62 feet to a point which is the intersection of said west

right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block “B”, Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46”W, along the said north right-of-way line and the south line of said Smith's addition and said John A. Graham’s Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 78,769 square feet or 1.81 acres, more or less.

The overall area of the City Center parcel, less the Parking Garage Parcel is 169,922 square feet or 3.90 acres, more or less.

EXHIBIT "G"
DEVELOPMENT AGREEMENT

[See Attached 26 Pages]

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Sara W. Bernard, Esquire
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

DEVELOPMENT AGREEMENT
(Vias at Bradenton)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of the _____ day of _____, 202_ (the "**Effective Date**") by and between **VIAS AT BRADENTON LLC**, a Florida limited liability company, whose mailing address is _____ ("**Developer**"), and **THE CITY OF BRADENTON**, a municipal corporation of the State of Florida, whose mailing address is _____ ("**City**"). City and Developer are sometimes collectively referred to herein as the "**Parties**" and individually referred to herein as a "**Party**".

RECITALS:

WHEREAS, of even date herewith, Developer purchased from City fee simple title to that certain real property being more particularly in **Exhibit "A"**, attached hereto and made a part hereof (the "**Property**"), in order to demolish the existing structures located on the Property, and develop the Property as a mixed-use development consisting of residential, hotel, and commercial/retail uses (hereinafter referred to as the "**Project**"); and

WHEREAS, Developer and City desire to set forth the terms of their agreement with respect to Developer's development and construction of the Project (as defined herein), and to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth, each of which shall be binding upon, and shall run with, title to the Property; and

WHEREAS, this Agreement, among other things, is intended to and shall constitute a development agreement between the Parties pursuant to Sections 163.3220-163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act" (the "**Act**"); and

WHEREAS, having fully considered this Agreement at two (2) duly noticed public hearings in compliance with Section 163.3225 of the Act; having determined that the Project and this Agreement are in compliance with the City's Comprehensive Plan and Land Development Regulations as of the Effective Date; and having further determined that it is in the City's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City, the City has agreed to enter into this Agreement with Developer.

NOW, THEREFORE, Developer and the City hereby agree, and Developer for itself and its successors and assigns, hereby declares, that the Property shall be held, transferred, sold, conveyed, developed, constructed, used and occupied subject to the covenants, conditions, and restrictions hereinafter set forth.

1. **Incorporation of Recitals**. The above recitals are true and correct and are by this reference incorporated into and made a part hereof.

2. **Definitions**. As used herein, the following capitalized terms shall have the meaning ascribed to them as set forth herein. Additionally, all terms defined in the Contract shall have the same meaning when used herein, unless the context clearly requires otherwise.

2.1 "**Affiliate(s)**" shall mean as to a Party hereunder, any entity which directly controls, is controlled by, or is under common control with such Party, where "control" means ownership of fifty-one percent (51%) or greater of the equity of such Party or the ability to direct the management of such Party. As to Developer, "Affiliates" shall also include any entity that either L&L Development Group LLC or NDC Development Company, LLC own at least fifty-one percent (51%) equity or is managed by either L&L Development Group LLC, NDC Development Company, LLC, David Levinson or Ron Allen; provided, however, management shall not be deemed relinquished if a limited partner or majority owner has the right to approve or reject major decisions.

2.2 "**Business Day(s)**" shall mean any day (other than Saturday, Sunday or any legal holiday) that the national banks in Manatee County, Florida, are open for business.

2.3 "**Conceptual Design Plan**" shall mean the conceptual design plan for the Project set forth in **Exhibit "B-3"** attached hereto and made a part hereof.

2.4 "**Contract**" shall mean that certain Master Development and Purchase Agreement entered into by Developer, as buyer, and the City, as seller, dated _____, 2024, together with any and all amendments thereto.

2.5 "**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to such term in the Contract. Further, as to Developer's construction obligations arising under this Agreement, a Force Majeure Event shall also include any temporary prevention, delay or stoppage caused by a contractor, subcontractor or materialmen who has defaulted under the governing contract with Developer or Developer's Affiliates so long as Developer or Developer's Affiliates, as the case may be, is actively pursuing a resolution of such dispute using commercially reasonable good faith and diligent efforts, through clear and convincing evidence provided by Developer; provided, however, in no event shall any excused performance or extension of time hereunder exceed a period of twelve (12) months, subject to a one-time right to extend such period for an six (6) months upon written notice by Developer to the City.

2.6 "**Governmental Authorities**" or "**Governmental Authority**" shall mean any federal, state, county, municipal or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court or agency having jurisdiction over the Project, or any portion thereof, and whose approval is necessary for the development of the Property as contemplated herein.

2.7 "**Impact Fees**" shall mean transportation impact fees, mobility fees, school impact fees, park impact fees, development fees, user charges, connection fees, utility, water, sewer and reclaimed water impact fees, or other similar fees assessed by any Governmental Authority in connection with the development of the Property, the construction as contemplated herein, or otherwise in connection with pulling building permits for improvements on the Property.

2.8 "**Off-Site Mitigation Requirements**" the water, sewer, drainage, transportation, solid waste, and recreation off-site improvements and facilities necessary for the Project to achieve concurrency, as specifically detailed in **Exhibit "B-1"** attached hereto and made a part hereof.

2.9 "**Re-Plat**" shall mean the re-plat of the Property set forth in **Exhibit "B-2"** attached hereto and made a part hereof.

2.10 "**Segment(s)**" shall mean individually or collectively, as the context so requires, the following segments of the Project: (a) ninety-five (95) residential condominiums (the "**Condominium**"); (b) one hundred thirty (130) keyed-room hotel (the "**Hotel**" or "**Hotel Segment**"); and (c) three hundred fifty (350) unit rental apartment (the "**Apartment**"), each Segment to include required parking and accompanying ground floor retail per the Conceptual Design Plan.

2.11 "**Site Plan/Building Massing Plan**" shall mean the site plan for the Project set forth in **Exhibit "B-4"** attached hereto and made a part hereof.

3. **Approved Plans and Specifications**. The Parties hereby acknowledge their approval of the following plans and specifications for the development, construction and operation of the Project on the Property (collectively, the "**Approved Plans and Specifications**"):

3.1 The Site Plan.

3.2 The Re-Plat.

3.3 The Off-Site Mitigation Requirements.

All such proposed changes, amendments, modifications, revisions, additions and/or deletions to the Approved Plans and Specifications shall be submitted to the City using the City's standard application process and procedures per the City's Land Development Regulations.

4. **Architectural Standard**. The architectural standard for the Project shall be first-class substantially commensurate in all material respects with the Site Plan/Building Massing Plan.

5. **Development Matters**.

5.1 *Development Program*. Developer and the City agree that the development program for the Project shall be comprised of the following uses, densities and intensities (the "**Development Program**"):

- Non-Residential Requirement:

- 26,000 ft^2 to 30,000 ft^2 of ground floor retail and restaurants to be included in each Segment (estimated at 17,400 ft^2 with the Apartment; 4,200 ft^2 with the Hotel; and 7,000 ft^2 with the Condominium);
- 130-room Hotel;
- Up to a 10,000 ft^2 ballroom (if feasible) to be included in the Hotel Segment;
- 4,000-5,000 ft^2 rooftop restaurant, pool, and bar facilities to be included in the Hotel Segment; and
- Public green space including the proposed improvements to Barcarrota Boulevard, the River Walk and around the large oak tree (collectively, the "**Public Improvements**").

- Residential Requirement: 350 rental apartments, 95 "for sale" condominiums

The Parties acknowledge and agree that Developer shall be permitted to adjust the Development Program up to 5% in each of the Non-Residential Requirement and Residential Requirement without the City approval and so long as they otherwise do not violate the allowable densities/intensities permitted under the City's Land Development Regulations and Comprehensive Plan. Any deviation in excess of 5% for each of the Non-Residential Requirement and Residential Requirement shall require the City's written approval in each instance.

5.2 *Zoning*. Developer and the City acknowledge and agree that the current future land use designation (URBCORE) and zoning (T-6) for the Property should be sufficient for the uses, densities, and intensities proposed by the Development Program. If Developer desires additional land use/zoning changes to accommodate the Project, it shall be Developer's responsibility to apply for and obtain such approvals, which will be processed by the City pursuant to the City's regular procedures. The City shall not be obligated to approve nor support any land use/zoning changes; provided, however, the City shall be obligated to process all such applications for land use/zoning changes in accordance with applicable laws and procedures.

5.3 *Intentionally Deleted*.

5.4 *Parking*.

(a) *On-Site Parking*. Developer shall be required to establish seven hundred (700) parking spaces, or such lesser amount as determined by the City of Bradenton Land Development Code, to "self-park" within the Property in a manner that is not observable from the Property's abutting right-of-way, with a minimum number of spaces available to support uses open to the public on the Property as agreed to between Developer and the City during the Acceptance Period.

(b) *Off-Site Parking*. Nothing herein shall be deemed to prohibit or restrict the City's use of any spaces within the existing parking garage lying outside of and immediately adjacent to the Property as more particularly described in **Exhibit "C"** attached hereto and made a part hereof (the "**Adjacent Parking Garage**") as parking spaces available to

the general public with such rules established by the City from time to time, including without limitation, charging fees in connection with such use. The City hereby grants in favor of Developer a right of first refusal to purchase or lease the Adjacent Parking Garage if the City intends to offer it for lease or purchase (whether in whole or in part) to any third-party; provided, that the City shall be entitled to continue to lease any spaces currently under lease pursuant to those certain existing agreements in effect as of the Effective Date (which is currently 180 spaces) plus an additional 10% of spaces (i.e., 18 additional spaces) to new or existing lessees or any renewal of the existing agreements in effect as of the Effective Date for the 180 spaces in the Adjacent Parking Garage without triggering the right of first refusal.

5.5 *Off-Site Mitigation*.

(a) Developer shall pay for its proportionate fair share of all Off-Site Mitigation Requirements for water, sewer, drainage, transportation, solid waste, and recreation described in **Exhibit "B-1"** attached hereto (the "**Final Offsite Mitigation Requirement Schedule**").

(b) Developer shall pay for its proportionate fair share of the Off-Site Mitigation Requirement costs (the "**Proportionate Share Amount**") applicable to each Phase of the Project in full at or prior to Developer's submittal of a building permit application for such Phase of the Project. At least ninety (90) days prior to submitting an application for a building permit for one or more Phases of the Project, if the Proportionate Share Amount for such Phase(s) has not been satisfied, Developer shall notify City in writing of its intent to seek a final determination of the Proportionate Share Amount for such Phase(s) (the "**Proportionate Share Notice**"). Within ninety (90) days of City's receipt of the Proportionate Share Notice, the City shall obtain an engineer's opinion of probable construction cost for the Off-Site Mitigation Requirements for such Phase(s), which shall be utilized to determine the Proportionate Share Amount, and provide same to Developer. The Proportionate Share Amount shall be calculated in accordance with the City's Code of Ordinances, Comprehensive Plan, adopted policies and regulations, and applicable state law. In addition to the engineer's opinion of probable construction cost, the cost of each facility and improvement listed in the Final Off-Site Mitigation Requirement Schedule shall include all planning (including any required land acquisition), engineering, and permitting costs to be incurred by the City associated with same. Upon final completion of a facility or improvement listed in the Final Off-Site Mitigation Requirement Schedule, the City shall perform a final accounting based on actual costs which shall be utilized to determine the final Proportionate Share Amount. Based upon such final accounting, Developer shall be entitled to receive a refund for any overpayment and shall contribute additional funds in the event of any underpayment. Except as expressly provided herein, all Proportionate Share Amount payments shall be final and non-refundable.

(c) Developer shall be responsible for satisfying any off-site mitigation obligations for the Project imposed by other governmental entities having jurisdiction including, but not limited to, requirements related to school facilities imposed by the Manatee County School District. Notwithstanding anything contained herein to the contrary, the City acknowledges and agrees that the City's off-site mitigation requirements shall specifically exclude any acquisition of right-of-way or access easements and any stormwater mitigation; provided, however, Buyer shall

comply with any and all requirements imposed by Southwest Florida Water Management District with respect to stormwater management and mitigation for the Project

(d) Developer shall be responsible for funding (or causing the provider to fund) any electrical, telcom, or natural gas utility infrastructure necessary to serve the Project.

(e) Developer shall be responsible for funding (or causing the provider to fund) any electrical, telcom, or natural gas utility infrastructure necessary to serve the Project.

(f) Notwithstanding anything contained herein to the contrary, any increases in the density or intensity of the Project above 5% deviation may result in additional off-site mitigation obligations. Further, if any off-site mitigation requirements cannot be completed due to lack of approval by the City, or insufficient public access or improvements, or other reasons through no default by Developer hereunder, the City agrees that Developer may enter into a proportionate share agreement whereupon the City agrees to cooperate with Developer to facilitate such off-site mitigation requirements in accordance with the City's typical processes and procedures governing the same situation in other similar projects.

6. **Construction Matters**.

6.1 *Demolition; Building Permits.*

(a) Promptly after the Effective Date, Developer shall diligently pursue a permit for the demolition of the existing improvements, and upon receipt Developer shall commence demolition of the existing improvements, which are not intended to be part of the Project. Developer, at Developer's sole cost and expense, shall be responsible for obtaining all required permits and approvals related to the demolition.

(a) All building permit applications shall be processed by the City in good faith and subject to the City's normal application and approval process and consistent with the timeframes for review and processing described in Section 553.792, Florida Statutes.

6.2 *Phasing.* The Project may be developed in one (1) or more phases (each a "**Phase**" and collectively, the "**Phases**"), subject to the following terms and provisions:

(a) *Phase 1 Commencement of Construction.* The first Phase ("**Phase 1**") shall contain at least one (1) Segment to be selected by Developer in its sole discretion, and Developer shall Commence Construction (as defined herein) no later than two (2) years after the Effective Date, subject to Force Majeure (the "**Phase 1 Commencement of Construction Deadline**"). If Phase 1 of the Project should contain the Condominium or the Hotel, Developer shall also complete the proposed Public Improvements within Phase 1 as shown on the Site Plan/Building Massing Plan. As used herein, the terms "**Commencement of Construction**" or "**Commencing Construction**" or "**Construction Commences**" or "**Commence(s) Construction**" or any deriviative thereof, regardless of whether such phrase is capitalized, shall mean the obtaining of a building permit and corresponding performance bond(s) in favor of the City determined and delivered on a per-Segment basis.

(b) *Phase 2 Commencement of Construction*. The second Phase ("**Phase 2**") shall contain at least one (1) Segment to be selected by Developer in its sole discretion, and Developer shall Commence Construction no later than four (4) years after the Effective Date, subject to Force Majeure (the "**Phase 2 Commencement of Construction Deadline**"). Phase 2 shall also include the full construction of the parking garage, as well as the proposed Public Improvements as described on the Site Plan/Building Massing Plan, unless otherwise completed in Phase 1.

(c) *Completion of Construction.* Upon Commencement of Construction (as defined herein) of a Phase of the Project, such Phase shall be completed, as evidenced by the City's issuance of a certificate of occupancy, or its equivalent, within thirty (30) months after Commencement of Construction, subject to Force Majeure; provided, however, if more than one (1) Segment is under construction concurrently, then such Segments shall be completed, as evidenced by the City's issuance of a certificate of occupancy, or its equivalent, within forty (40) months after Commencement of Construction of each Segment. The City's sole and exclusive remedy for Developer's failure to complete construction of any Phase by the deadline set forth herein shall entitle the City to liquidated damages in an amount equal to Two Thousand and 00/100 Dollars ($2,000.00) per day until such Phase achieves completion (as evidenced by the City's issuance of a certificate of occupancy), not to exceed One Million and 00/100 Dollars ($1,000,000.00), as full and fair liquidated damages for Developer's default hereunder. The Developer's obligation to pay liquidated damages shall be guaranteed by either (a) a corporate guarantor having a sufficient net worth to satisfy this covenant provided that such obligation shall not exceed One Million and 00/100 Dollars ($1,000,000.00), or (b) a letter of credit, cash escrow, or combination thereof in the amount of One Million and 00/100 Dollars ($1,000,000.00).

(d) *Undeveloped Lands During Construction*. After Construction Commences (as defined herein) of the Project, Developer shall cause all undeveloped portions of the Property, which are not otherwise used for construction staging, to be sodded and maintained in a first-class manner as a passive park. All construction staging areas shall contain adequate barriers along the perimeter in order to maintain a neat and attractive aesthetic appearance during construction of the Project.

6.3 *Repurchase Option*. If Developer fails to Commence Construction of Phase 1 of the Project by the Phase 1 Commencement of Construction Deadline, the City shall have the right (but not the obligation) to repurchase the Property for a purchase price equal to Fourteen Million One Hundred Thousand and 00/100 Dollars ($14,100,000.00). The City shall have a period of sixty (60) days after Developer fails to achieve Commencement of Construction of Phase 1 of the Project by the Phase 1 Commencement of Construction Deadline to notify Developer in writing of its election to exercise the repurchase option, failing which the City shall be deemed to have waived its right to repurchase. If Developer fails to Commence Construction of at least two (2) Segments of the Project (including any Segment(s) covered by Phase 1) by the Phase 2 Commencement of Construction Deadline, the City shall have the right (but not the obligation) to repurchase the undeveloped portions of the Property at the Appraised Value (as defined herein). The City shall have a period of sixty (60) days after Developer fails to achieve Commencement of Construction of at least two (2) Segments of the Project (inclusive of any Segment(s) included in Phase 1) by the Phase 2 Commencement of Construction Deadline to notify Developer in writing of its election to exercise the repurchase option, failing which the City shall be deemed to have

waived its right to repurchase. If Developer Commences Construction on two (2) of the three (3) Segments of the Project on or before the date which is ten (10) days after the Phase 2 Commencement of Construction Deadline, the City's repurchase rights under this Section 6.3 shall automatically terminate without any further action being required by any Party hereto. Following completion of two Segments of the Project, Developer shall use commercially reasonable and good faith efforts to achieve Commencement of Construction of the remaining Segment of the Project. Notwithstanding anything contained herein to the contrary, in the event Developer Commences Construction of the applicable Segment prior to the closing of the City's repurchase of the undeveloped portions of the Property, then the City's repurchase option hereunder shall be deemed null and void.

6.4 *Appraisal Process*.

(a) *Definitions*. The following capitalized terms shall have the meanings ascribed to them as follows:

"**Appraised Value**" shall mean the price determined by a Qualified Appraiser (as defined herein) in accordance with the appraisal process set forth in subparagraph (b) below and following the standards, assumptions and instructions set forth in therein, that a Person (as defined herein), acting as either the buyer or seller, having reasonable knowledge, including a knowledge of all the uses to which the applicable portion of the Property is suitable and capable of being used based on the highest and best use as of the date of valuation, would be willing to pay or sell, if exposed for a reasonable period of time in the open market and neither Person is acting under compulsion.

"**Person**" shall mean a natural person or an association, relationship or artificial person through or by means of which an enterprise or activity may be lawfully conducted, including, without limitation, a partnership, limited partnership, trust, limited liability company, corporation, joint venture, cooperative or association.

"**Qualified Appraiser**" shall mean an appraiser holding a State Certified General Real Estate Appraiser License issued by the State of Florida with not less than ten (10) years of experience in appraising both mixed use properties in urban settings, including commercial and residential property within the State of Florida, with at least five (5) years of commercial property appraisal experience in the Bradenton area immediately preceding his/her appointment.

(b) Appraisal Process. The Parties shall implement the following appraisal process for determining the Appraised Value of the undeveloped portions of the Property to be acquired by the City pursuant to the repurchase rights set forth in Section 6.3 above (the "**Repurchase Option Property**"):

(i) The City, at its sole cost and expense, shall obtain from a Qualified Appraiser an appraisal of the Repurchase Option Property certifying the Appraised Value (the "**City Appraisal**").

(ii) If Developer disagrees with the City Appraisal, Developer shall make a counter-offer to the City within fifteen (15) days after receipt of the City Appraisal. If no counter-offer is made to the City within said 15-day period, then the City shall provide a written notice to Developer seeking a counter-offer which written notice shall include a letter that

provides, in all upper case letters of not less than 16 point font, the words "NOTICE IS HEREBY GIVEN THAT FAILURE TO PROVIDE A COUNTER-OFFER TO THE CITY APPRAISAL WITHIN TEN (10) DAYS OF THE DATE OF YOUR RECEIPT OF THIS NOTICE WILL RESULT IN THE CITY APPRAISAL BEING DEEMED TO BE APPROVED," and if no counter-offer is made by Developer within ten (10) days after receipt of the such written notice, then the City Appraisal shall be deemed accepted.

(iii) In the event Developer timely delivers a counter-offer to the City as described in subpart (ii) above, such counter-offer shall include a statement that provides, in all upper case letters of not less than 16 point font, the words "NOTICE IS HEREBY GIVEN THAT FAILURE TO REJECT THIS DEVELOPER COUNTER-OFFER TO THE CITY APPRAISAL WITHIN TEN (10) DAYS OF THE DATE OF YOUR RECEIPT OF THIS NOTICE WILL RESULT IN SUCH COUNTER-OFFER BEING DEEMED TO BE APPROVED," and if no rejection is made by the City within ten (10) days after receipt of the Developer counter-offer, then the Developer counter-offer shall be deemed accepted.

(iv) If the City timely rejects the Developer counter-offer within said 10-day period, then Developer shall select a second Qualified Appraiser within twenty (20) days after Developer's receipt of written notice from the City of its rejection of Developer's counter-offer. If Developer does not select and notify the City of its selection of a second Qualified Appraiser within said 20-day period, the City Appraisal shall be conclusive as to the Appraised Value of the Repurchase Option Property. Developer's Qualified Appraiser shall have thirty (30) days to conduct an appraisal of the Repurchase Option Property to determined the Appraised Value at Developer's sole cost and expense (the "**Developer Appraisal**"). Developer shall not provide, discuss or disclose the City Appraisal to the Developer Qualified Appraiser. Upon completion of the Developer Appraisal, Developer shall provide the Developer Appraisal to the City and the City's Qualified Appraiser. If the Appraised Value as set forth in the Developer Appraisal is within twelve percent (12%) (higher or lower) of the City Appraisal, then the average of those two values shall be deemed to be the Appraised Value for all purposes. If the Developer Appraisal is not within twelve percent (12%) of the City Appraisal, then Developer's Qualified Appraiser and the City's Qualified Appraiser shall meet in person within fifteen (15) days after receipt of the Developer Appraisal in order to attempt to agree on the Appraised Value of the Repurchase Option Property. If the two (2) Qualified Appraisers reach an agreement on such Appraised Value, then such agreed upon amount shall be the Appraised Value of the Repurchase Option Property for all purposes.

(v) If the two (2) Qualified Appraisers cannot agree on the Appraised Value for the Repurchase Option Property at such meeting, then the two (2) Qualified Appraisers shall select a third Qualified Appraiser. If the two (2) Qualified Appraisers cannot agree upon a third Qualified Appraiser within fifteen (15) days after such meeting, then Developer and the City agree to apply to the Florida Gulf Coast Chapter of the Appraisal Institute to select the third Qualified Appraiser, and such selection shall be final and binding. The third Qualified Appraiser shall then select only either the Developer Appraisal or the City Appraisal to establish the Appraised Value of the Repurchase Option Property no later than fifteen (15) days upon receipt of the two (2) appraisals. The decision of the third Qualified Appraiser shall be final and binding upon both Parties. The fees and costs payable to the third Qualified Appraiser shall be split equally between Developer and the City.

6.5 *Payment and Performance Bonds*. Developer shall obtain (or cause to be issued) a payment and performance bond for each phase/component of construction of the Project in the amount of the total construction contract amount for such phase/component. The City shall be added as an obligee or beneficiary of all such payment and performance bonds.

6.6 *Restoration Guaranty*. In the event Developer Abandons (as defined herein) construction of any Phase of the Project after Commencement of Construction, Developer shall raze all partially completed improvements within such Phase and shall sod the applicable portion of the Property and maintain such area in a first-class manner as a passive park. The foregoing obligation of Developer shall be guaranteed by either (a) a corporate guarantor reasonably satisfactory to the City having a sufficient net worth to satisfy this covenant provided that such obligation of Developer hereunder shall not exceed One Million and 00/100 Dollars ($1,000,000.00), or (b) a letter of credit, cash escrow, or combination thereof in the amount of One Million and 00/100 Dollars ($1,000,000.00). As used herein, the term "**Abandons**" shall mean either (a) Developer ceases all construction activities on the Property for a period of six (6) consecutive months, subject to Force Majeure, or (b) Developer notifies the City of its abandonment of the Project.

7. **Impact Fees.** Developer shall pay promptly all Impact Fees (water, sewer, transportation, public safety, parks and recreation, and others) and connection fees for the Project, as and when required by the City and/or other Governmental Authority necessary for Developer to develop and construct the Project on the Property. All City Impact Fees applicable to a particular phase of the Project shall be paid prior to the City's issuance of certificate of occupancy for such phase at then prevailing rates. Notwithstanding the foregoing, Developer shall receive a credit toward applicable Impact Fees representing the intensity of the City's existing improvements to be replaced by the Project, which credit shall be calculated by determining the Impact Fees due for the Project less the Impact Fees that would have been imposed for the square footage of the City's existing improvements at the time of payment of the Impact Fees. Additionally, all Proportionate Share Amounts shall be applied as a credit corresponding Impact Fees (e.g. parks and recreation Proportionate Share Amounts will be applied as a credit against parks and recreation impact fees) in the amount described in Exhibit B-1. Any credit for transportation Proportionate Share Amounts shall be reduced up to 20 percent by the percentage share that the Project's traffic represents of the added capacity of the selected improvement, consistent with Section 163.3180(5)(h), Florida Statutes. Any credit for water and sewer Impact Fees shall be reduced by the percentage share of the added capacity of the selected improvement that will be utilized by the Project. Notwithstanding anything contained herein to the contrary, Developer acknowledges and agrees that any increases in the density or intensity of the Project above 5% of the Development Program described in Section 5.1 above may result in additional Impact Fees.

8. **Certificates of Compliance**. Each Party, andf their respective successors and assigns, upon written request made by any other Party, hereby agrees to certify in writing to the other Party, to any prospective purchaser of either Party, and to any mortgagee having a collateral interest in any lands that are the subject hereof, that this Agreement remains in full force and effect, that the other party is presently in compliance with all current obligations under this Agreement, and that no default exists hereunder; provided that in the event this Agreement does not remain in full force and effect or there exists any non-compliance or events of default, such written certification shall set forth the facts identifying any such matters. Any such written certification

shall be delivered within ten (10) Business Days after the date of receipt of a written request therefor from the other Party.

9. **Covenants Running with the Property; Assignment**. This Agreement and all terms and provisions hereof are personal to Developer, and shall run with title to the Property and be binding upon Developer's successors-in-title to the Property; provided, however, this Agreement shall automatically terminate (a) as to each individual condominium unit upon the transfer of title by the Developer (or its successor developer of the condominium) to the first condominium unit owner and upon substantial completion of each Phase of the Project, and (b) as to each Phase, upon substantial completion of such Phase, without any further action being required by the parties hereto, effective as of the date and time of recording of a deed in the Public Records of Manatee County, Florida or as of the date of issuance of a certificate of completion, certificate of occupancy, or its equivalent, whichever occurs first. Further, upon request by Developer, the City agrees to execute a partial release of this Agreement: (a) for each condominium unit, and (b) for each Phase of the Project that has been substantially completed, in order to effectuate the terms of the preceding sentence. Nothing contained in this section shall be deemed to contravene or eliminate the use restrictions imposed pursuant to the Contract.

Developer shall not be permitted to assign or transfer its rights, obligations and liabilities under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Developer shall be permitted to assign or transfer its rights, obligations and liabilities under this Agreement without the prior written consent of the City in connection with a transfer of fee simple title to the Property (or any portions thereof) to a Permitted Transferee. Upon any permitted assignment hereunder, Developer shall be released from all further rights, obligations and liabilities arising from and after the date of such assignment. As used herein, (A) "**Permitted Transferee**" shall mean L&L Development Group LLC, NDC Development Company, LLC, any Affiliates or entities related to L&L Development Group LLC or NDC Development Company, LLC, any ground lessee of the Property (or portions thereof), any lender of the Property (or portions thereof) including, without limitation, a mortgage lender or mezzanine lender, any third-party who acquires all or any portion of the Property which has not been substantially completed and who assumes in writing all rights, obligations and liabilities of the Developer hereunder as to the Property (or portions thereof) acquired by the third-party and has a net worth equal to or greater than Developer as of the Effective Date (as determined in accordance with GAAP) and who is not a Prohibited Person (as defined herein); and (B) "**Prohibited Person**" shall mean (i) any person, entity, partnership, joint venture, settlor or beneficiary of a trust, or country (each "**Person**") who or which is listed in the annex to, or who is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "**Executive Order**"); (ii) any Person who is listed on any government lists; (iii) any Person who has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense; (iv) any Person who is currently under investigation by any governmental authority for alleged criminal activity under the Anti-Money Laundering Laws; (v) any Person that is an "Embargoed Person" under applicable laws; (vi) any Person with whom another Person is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order; (vii) any Person who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (viii)

any Person that is owned or controlled by, or acting for or on behalf of, a Person that is described in the foregoing clauses (i) through (vii) above or is otherwise subject to the provisions of the Executive Order; (ix) any Person who is an affiliate of a Person listed in clauses (i) through (viii) above; or (x) any Person with respect to any Person (together with such Person's affiliates) who owns (or would own) ten percent (10%) or more of the aggregate direct and/or indirect ownership interests in Developer or has or would have control over Developer.

In addition, the Developer and the City agree that changes may be made in the ownership of the Vias at Bradenton LLC; provided that either L&L Development Group LLC or NDC Development Company, LLC (or any entity wholly owned or controlled by either or both L&L Development Group LLC and NDC Development Company, LLC) shall either maintain at least an aggregate 51% ownership level or maintain control of such Vias at Bradenton LLC, unless the City shall otherwise consent in writing. For purposes of determining "control" as used herein, it shall be permissible for a limited partner to have rights to approve or reject major decisions.

The Parties hereby acknowledge and agree that the intent of this Section 9 is to impose a limitation on the assignment or transfer of rights, obligations and liabilities under this Agreement and that nothing contained herein shall be construed to prohibit or restrict Developer from transferring fee simple title in and to the Property or any portion thereof, subject to Developer remaining subject to and able to comply with the terms and provisions of this Agreement unless such transfer also includes an assignment of Developer's rights, obligations, and liabilities under this Agreement and is to a Permitted Transferee or otherwise consented to by the City pursuant to the terms hereof.

10. **Governing Law, Binding Effect and Venue**. The section and subsection captions included herein are for reference only and are not to be used in construing any of the terms hereof. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties hereby agree that venue for any legal action authorized hereunder shall be in Manatee County, Florida, and that jurisdiction shall be vested in the Civil Division of the Circuit Court for the Twelfth Judicial Circuit in and for Manatee County, Florida. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Defaults**.

11.1 Default by City . In the event City fails to perform any of the covenants or agreements set forth herein on its part to be performed within thirty (30) days after receipt of written notice thereof; provided, however, City shall have a period of ninety (90) days to cure such default if City commences such cure within thirty (30) days after receipt of written notice thereof, Developer shall have the right to initiate an action at law or in equity to enforce Developer's rights hereunder; provided, however, Developer may not bring any claim against the City for consequential, special, indirect, exemplary or punitive damages, which Developer hereby waives any legal right to sue for.

11.2 Default by Developer. In the event Developer fails to perform any of the covenants or agreements set forth herein on its part to be performed within thirty (30) days after

receipt of written notice thereof; provided, however, Developer shall have a period of ninety (90) days to cure such default if Developer commences such cure within thirty (30) days after receipt of written notice thereof, then Developer shall be deemed to be in default hereunder and the City shall be entitled to following remedies: (a) liquidated damages as City's sole and exclusive remedy for any default under Section 6.2(c) above, (b) the repurchase option as City's sole and exclusive remedy in connection with any default under Section 6.3 above, or (c) any available legal or equitable remedies for all other defaults by Developer under this Agreement including, without limitation, specific performance. Notwithstanding anything contained herein to the contrary, nothing contained herein shall preclude the City from suing Developer for third-party claims made against the City to the extent arising from the Developer's defaults under this Agreement; provided, however, in no event may the City bring any claim or cause of action against Developer for consequential, special, incidental, indirect, exemplary or punitive damages, which the City hereby expressly waives any right to sue for. Further, in the event the Developer conveys any portion of the Property to a successor-in-title such that the Property is owned by multiple landowner entities (each, a "**Successor Developer(s)**"), in no event shall the Developer and any Successor Developer(s) be deemed jointly and severally liable for any defaults of a party bound hereby.

11.3 Soverign Immunity. Notwithstanding anything contained herein to the contrary, the City, by execution of this Agreement, hereby fully and expressly waives to the fullest extent permitted by law the protections of sovereign immunity in connection with any amount owed to Developer hereunder, *except* that the City makes no waiver of the protections of sovereign immunity that are not already waived in Section 768.28, Florida Statutes, with respect to actions in tort or as a result of negligence either (a) by the Developer or any related party that are unrelated to violations by the City of the terms of this Agreement, or (b) by third parties.

12. **Notices**. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by (i) personal delivery; (ii) recognized, national overnight courier service; (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid; or (iv) electronic mail. In all events, notice shall only be deemed given if properly addressed to Developer or the City, as applicable, at the following addresses and to the following individuals (or at such other address as said parties receiving copies may designate in writing given in accordance with this Section 12):

To Developer: Jamil Lacourt, Authorized Representative
Vias at Bradenton, LLC
c/o L&L Development Group
222 Lakeview Avenue, Suite 1130
West Palm Beach, Florida 33401
Email: jamil.lacourt@ll-holding.com

and

Lynn Feng, Executive Vice President - Legal
L&L Holding Company
142 West 57th Street

New York, New York 10019
Email: lynn.feng@ll-holding.com

and

Ron Allen
NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, Florida 34205
Email: ron@ndcconstruction.com

with copy to: Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
Attn: Sara W. Bernard, Esq.
Email: sara.bernard@hklaw.com

To City :

Rob Perry, City Administrator
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Email: Rob.Perry@BradentonFL.gov

Scott Rudacille, Esq.
Blalock Walters
802 11th Street West
Bradenton, FL 34205
Email: Srudacille@blalockwalters.com

with copy to:

Mark Mustian, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr, STE 200
Tallahassee, FL 32308
Email: mmustian@ngn-tally.com

Notice shall be deemed to have been given on the date on which notice is delivered, if any notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

13. **Entire Agreement; Modification**. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof. Notwithstanding any term or provision of the Contract to the contrary, to the extent that any subject matter set forth in the Contract has been set forth herein, the terms or provisions of this Agreement with respect to such subject matter shall control and the terms and provisions of the Contract with respect to such subject matter shall not survive the Effective Date. The terms and provisions of this Agreement may be modified or terminated only by written instrument signed by the Parties hereto, or the successors and assigns of the Parties hereto.

14. **Counterpart Execution**. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

15. **No Third Party Beneficiaries**. Except as to any Affiliates of Developer, nothing herein contained shall be construed to benefit any third parties not a signatory to this Agreement, and no such parties (other than Affiliates of Developer) shall have the right to enforce any of the provisions of this Agreement. Any Affiliate of Developer shall have the specific right to enforce the terms of this Agreement against City.

16. **Enforcement Costs**. In the event that any Party finds it necessary to employ an attorney to enforce any provision of this Agreement, the predominantly prevailing Party will be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith (including costs of collection), at both trial and appellate levels; including bankruptcy proceedings, in addition to any other remedies to which such Party may be entitled. The requirement to pay the predominantly prevailing Party's reasonable attorneys' fees and costs will survive any termination of this Agreement.

17. **Time of Essence**. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either Party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either Party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding Business Day.

20. **Captions and Headings**. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

21. **No Partnership or Joint Venture**. Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between the Parties hereto nor any other party, nor shall it cause any Party to be responsible in any way for the debts and obligations of any other Party.

22. **Severability**. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

23. **Force Majeure**. Either Party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is occasioned by a Force Majeure Event and the time for performance shall be automatically extended for a like period. Notwithstanding the foregoing, the terms of this provision shall not apply to the payment of any amount when due. The Parties acknowledge and agree that either party's incompetence or failure to deploy reasonable resources to meet its obligations hereunder shall not be deemed to constitute a Force Majeure Event. Without limiting the generality of the foregoing, any economic hardship of any party shall not constitute a Force Majeure Event. Either Party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is occasioned by a Force Majeure Event provided that such claim is made within ninety (90) days after the occurrence of the Force Majeure Event whereupon the time for performance shall be automatically extended for a like period subject to the limitation set forth in the preceding sentence.

24. **Concurrency and Vested Rights**. Upon Developer's satisfaction of all Off-Site Mitigation Requirements and payment of all Impact Fees for transportation and roadway improvements consistent with Section 5.5(a) hereof, the Project shall be deemed vested for transportation concurrency, and the City shall issue a certificate of concurrency to this effect. Upon Developer's satisfaction of all Off-Site Mitigation Requirements and payment of all Impact Fees for water, sewer, and stormwater drainage consistent with Section 5.5(b) and (c) hereof, the Project shall be deemed vested for water, sewer, and stormwater drainage concurrency for a period of nine (9) years from the date the City confirms satisfaction of all such Off-Site Mitigation Requirements and Impact Fees, and the City shall issue a certificate of concurrency to this effect. In the event such certificate of concurrency expires and the Project is not complete, the Developer shall be required to re-apply to the City for a concurrency determination as to water, sewer, and stormwater drainage in accordance with Section 4.1.1.5 of the City's Land Development Regulations, and shall be subject to payment of applicable Impact Fees (at then-existing rates adopted by the City) and/or proportionate share obligations. Provided, any water, sewer, or stormwater drainage Off-Site Mitigation Requirements and Impact Fees paid by Developer to date shall be applied as a credit toward such additional proportionate share or Impact Fee obligations. Notwithstanding anything contained herein to the contrary, any increases in the density or intensity of the Project above 5% of the Development Program described in Section 5.1 above shall result in additional concurrency review pursuant to Section 4.1.1.5 of the City's Land Development Regulations, and the Developer may be responsible for additional proportionate share mitigation pursuant to such review.

25. **Compliance**. The failure of this Agreement to to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

26. **JURY WAIVER**. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

27. **Additional Acts**. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement. In carrying out their obligations and performing any actions under this Agreement, the parties shall act in accordance with good faith and fair dealing.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

"DEVELOPER"

Signed, sealed and delivered in the presence of:

VIAS AT BRADENTON LLC,
a Florida limited liability company

_____
Print Name:_____
Address:_____
_____

By:_____
Name:_____
Title:_____

_____
Print Name:_____
Address:_____
_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 202__, by _____, as _____ of **VIAS AT BRADENTON LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).

_____
(Signature of Notary Public)

_____
(Typed Name of Notary Public)
Notary Public, State of _____
Commission No.:_____
My Commission Expires:_____

"**CITY** "

CITY OF BRADENTON, FLORIDA

_____
Rob Perry, City Administrator

ATTEST:

_____

APPROVED AS TO FORM

_____
City Attorney's Office

EXHIBIT "A"

Property

Lots 1, 2, 3 and 4 of Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135, of the Public Records of Manatee County, Florida.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and the 20-foot Alley, John A. Graham's Resubdivision of Lots 1, 2, 3, 4, 5, & 6 of Turner's Plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida.

A portion of filled sovereignty lands described in Disclaimer made by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND in favor of the CITY OF BRADENTON, recorded in Official Records Book 776, Page 811, of the Public Records of Manatee County, Florida and bounded on the north by the south right-of-way of Barcarrota Boulevard (also known as 1st Avenue West), on the east by the west right-of-way of 10th Street West, on the west by the east right-of-way of Old Main Street (also known as 12th Street West) and on the south by the northerly lines of said John A. Graham's Resubdivision and said Block "B" of Smith's Addition to Braidentown

All lying in Section 26, Township 34 South, Range 17 East, Manatee County, Florida, and being more particularly described as:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown, recorded in Plat Book 1, Page 184, of the Public Records of Manatee County, Florida, which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th Street West) and the north right-of-way of 3rd Avenue West, thence N00°36'14"E, along the west line of said Graham's Resubdivision and the said east right-of-way line, a distance of 587.64 feet to a point which is the intersection of the said east right-of-way line and the south right-of-way line of Barcarrota Boulevard (also known as 1st Avenue West); thence S89°36'22"E, along the said south right-of-way line, a distance of 408.49 feet to a point which is the intersection of the said south right-of-way line and the west right-of-way line of 10th Street West; thence S04°12'16"E, along the said west right-of-way line, a distance of 212.22 feet; thence continue along the said west right-of-way line, S01°16'12"W, a distance of 380.39 feet to a point which is the intersection of the said west right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block "B", Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46"W, along the said north right-of-way line and the south line of said Smith's Addition and said John A. Graham's Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 248,691 square feet or 5.71 acres, more or less.

LESS PARKING GARAGE PARCEL:

BEGIN at the southwest corner of Lot 7, John A. Graham's Resubdivision of Turner's plat of Bradentown as recorded in Plat Book 1, page 184, Public Records of Manatee County, Florida which is also the intersection of the east right-of-way line of Old Main Street (also known as 12th

Street West) and the north right-of-way line of 3rd Avenue West, thence N00°36'14”E, along the west line of said John A. Graham’s Resubdivision and the said east right-of-way, a distance of 186.26 feet; thence departing said east right-of-way line the following seven (7) courses; (1) S89°21'52”E, a distance of 38.18 feet; (2) N38°58'20”E, a distance of 3.90 feet; (3) N03°25'55”E, a distance of 23.58 feet; (4) S88°57'34”E, a distance of 32.21 feet; (5) S00°56'42”E, a distance of 9.16 feet; (6) S56°08'44”E, a distance of 40.86 feet; (7) S89°22'12”E, a distance of 315.59 feet to a point on the west right-of-way line of 10th Street West; thence S01°16'12”W, along said west right-of-way line, a distance of 183.62 feet to a point which is the intersection of said west right-of-way line and the north right-of-way line of the aforesaid 3rd Avenue West, which is also the southeast corner of Lot 1, Block “B”, Smith's Addition to Braidentown, recorded in Plat Book 1, Page 135 of the Public Records of Manatee County, Florida; thence N89°01'46”W, along the said north right-of-way line and the south line of said Smith's addition and said John A. Graham’s Resubdivision, a distance of 421.86 feet to the POINT OF BEGINNING. Containing 78,769 square feet or 1.81 acres, more or less.

The overall area of the City Center parcel, less the Parking Garage Parcel is 169,922 square feet or 3.90 acres, more or less.

EXHIBIT "B-1"

Off-Site Mitigation Requirements

EXHIBIT "B-2"

Re-Plat

EXHIBIT "B-3"
Conceptual Design Plan

EXHIBIT "B-4"
Site Plan/Building Massing Plan

EXHIBIT "C"

Adjacent Parking Garage

AGENDA ITEM NO. 11.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: July 24, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Capital Projects Funding Update

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS: