AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, June 11, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Legislative: Celebrating the Achievements of Local High School State Champions

5. 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.

6. CONSENT AGENDA

a) Administrative Services: Resolution 25-64 - One Coast Construction LLC Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
Resolution 25-64
Contractor Bids Received
Walkthrough Sign In Sheet

b) City Administration: HUD Rider to Amended and Restated Land Use Restriction Agreement (LURA) for Pearl Homes Partnership Eight, LLC for The Metropolitan
HUD Rider to Amended and Restated LURA

c) City Administration: Retail Lease Agreement with Pink & Navy, LLC DBA Suellen's Studio
Retail Lease Agreement with Pink & Navy, LLC

d) Clerk: Minutes from the April 30, 2025 City Council Workshop
4-30-2025 City Council Workshop Minutes
e) Clerk: Minutes from the May 14, 2025 City Council Meeting
5-14-2025 City Council Meeting Minutes
f) Legislative: Resolution 25-54 - Planning Commission Appointment
Resolution 25-54
g) Police: Acceptance of the FY 2025-2026 High Intensity Drug Trafficking Area (HIDTA) Grant Award
HIDTA Grant
h) Police: Budget Adjustment BA25-06
Budget Adjustment 25-06
i) Police: Forfeiture Funds Expenditure Request
Forfeiture Funds Expenditure Memorandum
j) Police: Opioid Expenditure Request
Opioid Expenditure Memorandum
k) Public Works & Utilities: State Highway Lighting Maintenance and Compensation Agreement Work Order for Contract ASH57
Agreement ASH57 Work Order
l) Purchasing: Agreement PB-22-033NT with Atlantic Pipe Services, Inc.
Agreement PB-22-033NT with Atlantic Pipe Services, Inc.
m) Purchasing: Agreement PB-25-028NT with Kemira Water Solutions, Inc.
PB-25-028NT Kemira Water Solutions, Inc.
n) Purchasing: Agreement PB-25-029NT with Brett M. Muscat DBA Muscat Painting & Decorating
Agreement PB-25-029NT Muscat Painting & Decorating
o) Purchasing: Agreement PB-25-030MK with Hydromax USA LLC
Agreement PB-25-030MK with Hydromax USA LLC
p) Purchasing: Agreement PB-25-034NT with Roadway Management Technologies, LLC
Agreement PB-25-034NT with Roadway Management Technologies, LLC
q) Purchasing: Agreement PB-25-035EJ with Murphy Pipeline Services, LLC
Agreement PB-25-035EJ with Murphy Pipeline Services LLC
r) Purchasing: Fourth Amendment to Contract for RFP 22-031NT with Ceres Environmental Services, Inc.
Fourth Amendment to Contract with Ceres Environmental Services, Inc.
s) Purchasing: Fourth Amendment to Contract for RFP 22-031NT with DRC Emergency Services, LLC
Fourth Amendment of Contract with DRC Emergency Services, LLC
t) Purchasing: Notice of Recommended Award (NORA) for RFP 25-006NT to The Car Park, LLC for Parking Management Services
RFP 25-006NT NORA Packet
u) Purchasing: Notice of Recommended Award (NORA) for IFB 25-009NT to Tropical Touch Restoration, Inc. for Judicial Center Parking Garage Painting Services
IFB 25-009NT NORA Packet

v) Purchasing: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone
25-024EJ NORA Packet

w) Purchasing: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone
25-025EJ NORA Packet

x) Purchasing: Second Amendment to PB-22-007TWS with Consolidated Resource Recovery, Inc.
Second Amendment to PB-22-007TWS with Consolidated Resource Recovery, Inc.

y) Police: License Agreement for the Manatee Technical College/City of Bradenton Law Enforcement Training Center
License Agreement

z) Public Works & Utilities: Amendment 2 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan
Amendment 2 to Agreement No. 3PLN118

7. 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 25-57 - PUBLIC HEARING - Presentation Upon Request
Resolution 25-57
Application
Staff Report
Presentation

b) Planning & Community Development: **Quasi-Judicial:** Resolution 25-58 - PUBLIC HEARING - Presentation Upon Request
Resolution 25-58
Application
Staff Report
Presentation

c) Planning & Community Development: **Quasi-Judicial:** Resolution 25-59 - PUBLIC HEARING - Presentation Upon Request
Resolution 25-59
Application
Staff Report
Presentation

d) Planning & Community Development: **Quasi-Judicial:** Resolution 25-60 - PUBLIC HEARING - Presentation Upon Request

Resolution 25-60
Application
Staff Report
Presentation

e) Planning & Community Development: ORDINANCE 4054 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4054

f) Planning & Community Development: ORDINANCE 4061 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4061
Staff Report
Boundary Survey

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

a) Legislative: City Council Discussion about the Ward III Seat

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. 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 MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Celebrating the Achievements of Local High School State Champions

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-64 - One Coast Construction LLC Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project

SUGGESTED ACTION: Approve $99,399.94 in SHIP funding for loan on 4030 Sandpoint Drive W.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This loan will provide $99,399.94 in Housing Rehabilitation (SHIP) funding to rehabilitate a single-family home located at 4030 Sandpointe Drive West. The City was awarded SHIP funding from (Financial Housing Finance Corporation) through a competitive application process to preserve its affordable housing stock by providing funds for housing rehabilitation. The funding is provided to the homeowner as a deferred, forgivable loan.

FINANCIAL IMPACT:

The City receives SHIP funding on a reimbursement basis (Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-64.

ATTACHMENTS:
Resolution 25-64
Contractor Bids Received
Walkthrough Sign In Sheet

CITY OF BRADENTON
RESOLUTION NUMBER 25-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION GRANT FOR 4030 SANDPOINTE DRIVE WEST FOR $99,399.94; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, Homeowners **Ronald and Elizabeth Reed, 4030 Sandpointe Drive West, Bradenton, Florida 34205** (the "Owner") were determined eligible to receive assistance with rehabilitation of their home; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by One Coast Construction LLC for $99,399.94 was determined to be the second lowest, most responsive bid;

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan for **4030 Sandpointe Drive West, Bradenton, Florida 34205** for $99,399.94 for **Ronald and Elizabeth Reed**;

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owner, consistent with this Resolution; and

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 11th DAY OF JUNE 2025.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: May 19, 2025

Time: 2PM-2:30 p.m.

Project: Ronald and Elizabeth Reed
4030 Sandpoint Drive W
Bradenton, FL 34205

Program: SHIP Housing Rehabilitation Assistance

Contractor	**Proposal Budget**	Received by:	Time
One Coast Construction LLC	$99,399.94	Dietra Barfield	5/14/25 @2:24 p.m.
Ellis Enterprises Construction & Development, Inc.	$118,270.80	Dietra Barfield	5/19/25 @2:00 p.m.
Coastal FX Construction LLC	$91,129.93	Dietra Barfield	5/19/24 @ 2:00 p.m.

Opened by:

Dietra Barfield, HCD Specialist

5/19/25 @ 2pm
Date/Time

Walkthrough Sign In Sheet

Date: May 5, 2025

Project: Ronald and Elizabeth Reed
4030 Sandpoint Drive W
Bradenton, FL 34205

Program: SHIP – Housing Rehabilitation

Contractor Name	Company
Sean Williams / Monica Fricoll	One Coast Construction LLC
~~IW G Roberts~~ Nick Ellis	Ellis Enterprises Construction & Development, Inc.
IW G Roberts	Coastal FX Construction LLC

CITY OF BRADENTON

SHIP HOUSING REHABILITATION ASSISTANCE

Date: 5/7/2025
REVISED ON 5/5/25
Client: Ronald & Elizabeth Reed
Property: 4030 Sandpoint Drive W
Bradenton, FL 34205
Telephone: (941)704-0621
Elizabethreed58@gmail.com

Contact for information:
Dietra Barfield
HCD Specialist
City of Bradenton
941-932-9464
dietra.barfield@bradentonfl.gov

STATEMENT OF WORK

Code	Title	Description	Qty	UOM
Gen1.11	PERMITS AND LICENSES	Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.		
Gen1.12	CODE COMPLIANCE	To comply with local and Florida building code.		
Gen1.14	ADDITIONAL INSPECTIONS OR EVALUATIONS	Contractor to schedule additional inspections as indicated by the scope document and advise City immediately of any impact from the inspection reports. (Asbestos, Lead-based paint, Sewer, engineering, etc)		
Gen1.21	SCHEDULING WORK	Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.		
Gen1.22	PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK	Contractor shall take steps to protect house and contents from damage during the project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components. Contractor shall move furniture and appliances out of and back into work areas once work is complete. Contractor is not to leave furniture, appliances, clothing or other house contents unprotected outside the house during the job.		
Gen1.25	VERIFY MEASUREMENTS, SIZES AND QUANTITIES	All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote		
Gen1.29	GENERAL CLEANUP	Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include, but not limited to, damp wiping, sweeping, mopping and vacuuming.		

Code	Title	Description	Qty	UOM
Gen1.80	GENERAL WARRANTY			
		Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.		
Gen1.81	OVERHEAD AND PROFIT			
		Overhead and profit is capped at 20%.		
Crp1.13	INSTALL NEW COUNTERTOP			LF
		Dispose of existing counter top. Field measure for sizing. Seal all bare wood and wood composite surfaces including the underside of the countertop with a low-VOC sealant. Screw to base cabinet a square edged laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low-VOC caulking to match wall color. Owner's choice of in-stock color and texture.		
		KITCHEN		
Plu1.20	NEW FAUCET FIXTURE			
	Kitchen	Install a washer-less, single control, metal bodied faucet with a 15-year drip-free warranty and a maximum flow rate of 0 GPM. Include chromed brass shut off valves and trap if not existing.		
Flr1.10	INSTALL NEW FLOORING			SQ FT
		Prepare floor surface including existing flooring removal, and install new water proof vinyl plank flooring per manufacturer's specifications. Kitchen, laundry, bath, bedrooms including all closets. Remove and reinstall all movable objects so that flooring may be installed under objects. Owner to select color/texture using a $2.50 per square foot purchase allowance.		
		(ROMOVE ALL CARPET) (Title for each bathrooms)		
Opn1.14	INSTALL NEW EXTERNAL DOOR-WINDOW W/SCREEN			1 EA
		Install a new, exterior, prehung, 6-panel insulated impact door with screened window unit including jamb, casing, hinges, door stop, striker plate, peep site, threshold and weather stripping. Install a new entry and single cylinder deadbolt lockset keyed alike. Purchase allowance: $100.00 for each entry lock and deadbolt set. To include painting		
		FRONT DOOR		
Opn1.15	INSTALL GLASS DOOR PATIO SLIDER, DOUBLE PANEL			1 EA
		Install sliding glass door as specified. (Handle on door)		
Opn2.10	INSTALL NEW WINDOW			11 EA
		Install impact window to meet Florida Building Code Requirements. Window will be Energy Star Qualified.		EA
Plu2.11	NEW WALK-IN SHOWER			1 EA
		MASTER BATH		
Plu3.10	NEW CERAMIC TILE-WALL			SQ FT
		MASTER BATH		
Plu2.15	NEW ADA TOILET INSTALLATION			1 EA
		Remove and dispose of old toilet. Install new ADA compliant toilet.		
		MASTER BATH		
Plu1.21	NEW SHOWER HEAD FIXTURE			
		MASTER BATH		
Plu1.20	NEW FAUCET FIXTURE			1 EA
		MASTER BATH		

Code	Title	Description	Qty	UOM
Flr1.10	INSTALL NEW FLOORING			SQ FT
Rof1.11	REPAIR/REPLACE ROOF STRUCTURE			SQ FT
Crp2.10	INSTALL BATH CABINET AND COUNTERTOP W/INTEGRATED SINK	Dispose of existing cabinet, sink countertop and faucet fixture. Install new base cabinet with marbleized countertop with integrated sink bowl. **GUEST BATH**		
Plu2.15	NEW ADA TOILET INSTALLATION	Remove and dispose of old toilet. Install new ADA compliant toilet. **GUEST BATH**	1	EA
Plu2.12	NEW BATH TUB	Remove and dispose existing tub, repair/replace shower board. Install new white tub with new drain, faucet and diverter. Seal with white mold resistant silicone caulk. **GUEST BATH**	1	EA
Plu3.10	NEW CERAMIC TILE-WALL	**GUEST BATH**		SQ FT
Flr1.10	INSTALL NEW FLOORING			SQ FT
Pnt1.10	PAINT EXTERIOR	Protect ground with drop cloth. Scrape or pressure wash all loose, peeling, cracked and blistered paint from surface. Spot prime with latex primer. Paint one top coat with latex. Color choice by owner.		SQ FT
Pnt3.11	STUCCO PATCH	**AROUND EXTERIOR WINDOWS**		
	GARAGE DOOR	**REPAIR/SPRING DAMAGED**	1	SQ FT
	REMOVE WALL A/C UNIT	**BLOCK IN CMU**		

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: HUD Rider to Amended and Restated Land Use Restriction Agreement (LURA) for Pearl Homes Partnership Eight, LLC for The Metropolitan

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pearl Homes Partnership Eight, LLC is refinancing The Metropolitan project with financing from Walker & Dunlop as the Lender and the U.S. Department of Housing & Urban Development ("HUD") as the insurer. As a condition if it is ensuring Lender's financing to the project, HUD requires that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the security instrument.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Scott Rudacille, Esq.

SUGGESTED MOTION:
Motion to approve the HUD Rider to Amended and Restated LURA for Pearl Homes Partnership Eight, LLC for The Metropolitan and authorize the Mayor to execute.

ATTACHMENTS:

HUD RIDER TO AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT

FOR: PEARL HOMES PARTNERSHIP EIGHT, LLC – THE METROPOLITAN

This **HUD RIDER TO AMENDED AND RESTATED LAND USE RESTRICTION AGREEMENT** ("Rider") is made as of this ____ day of _____, 2025, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida (the "City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton (the "CRA") and Pearl Homes Partnership Eight, LLC, a Florida limited liability company (the "Borrower" and together with the City and CRA, collectively, the "Parties").

WHEREAS, Borrower has obtained financing from Walker & Dunlop, LLC ("Lender") for the benefit of the project known as the Met ("Project"), which loan is secured by a mortgage and security agreement ("Security Instrument") dated as of _____, 2025, and recorded in the Public Records of Manatee County, Florida (the "Records") at Instrument # _____, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, pursuant to the Amended and Restated Land Use Restriction Agreement, Borrower received financial incentives from the CRA, which CRA required certain restrictions be recorded against the Project;

WHEREAS, the Parties entered into that certain Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated August 11, 2021, recorded as Instrument No. 202141110665, as amended by that certain First Amendment to Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated December 21, 2021, recorded as Instrument No. 202141173552, as further amended by that certain Second Amendment to Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated March 9, 2022, recorded as Instrument No. 202241042021, and as further amended by that certain Third Amendment to Amended and Restated Land Use Restriction Agreement For Pearl Homes Partnership Eight, LLC – The Metropolitan, dated December 13, 2023, recorded as Instrument No. _____[1], all of the Public Records of Manatee County, Florida (collectively, Restrictive Covenants") with respect to the Project, as more particularly described in Exhibit A attached hereto;

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the CRA has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Rider and in the Restrictive Covenants, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Walker & Dunlop, LLC, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701 et seq., as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the CRA's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to

the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure) under the Mortgage Loan Documents, the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the CRA acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) Except for the CRA's reporting requirements, in enforcing the Restrictive Covenants the CRA will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

i. Available surplus cash, if the Borrower is a for-profit entity;
ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
iii. Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower and CRA shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Borrower shall indemnify and hold the CRA harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against CRA relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the CRA harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Intentionally omitted.

(j) Upon execution and delivery by all Parties, the Borrower shall cause this Rider to be recorded and filed in the Public Records of Manatee County, Florida, at its expense. The original of this Rider shall thereafter be returned to the CRA within ten (10) days after receipt of the recorded document.

IN WITNESS WHEREOF, the authorized signatory of the parties hereunto have set their hand effective as of the date set forth above.

[Signature blocks to follow]

[Signature Page – HUD Rider to Amended and Restated Land Use Restriction Agreement]

The statements and representations contained in this Rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

BORROWER:

Pearl Homes Partnership Eight, LLC, a Florida limited liability company

By: _____
Print Name: David Ian Coia
Its: Authorized Representative

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by David Ian Coia, as Authorized Representative of **PEARL HOMES PARTNERSHIP EIGHT, LLC**, a Florida limited liability company. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

[Signature Page – HUD Rider to Amended and Restated Land Use Restriction Agreement]

The statements and representations contained in this Rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

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CITY:
CITY OF BRADENTON, FLORIDA

_____
By: Gene Brown
Its: Mayor

ATTEST: _____

Name: Tamara Melton

Title: City Clerk

STATE OF _____

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by Gene Brown, as Mayor of the City of Bradenton. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

[Signature Page – HUD Rider to Amended and Restated Land Use Restriction Agreement]

The statements and representations contained in this Rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

CRA:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

_____
By: _____
Its: _____

ATTEST: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 2025, by _____, as _____ of the Community Redevelopment Agency of the City of Bradenton. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires:_____

Exhibit A

The Project

PARCEL 1:

COMMENCE AT THE INTERSECTION OF THE NORTH MONUMENTED RIGHT-OF-WAY LINE OF 16TH AVENUE, WEST AND THE EAST MONUMENTED RIGHT-OF-WAY LINE OF 14TH STREET WEST; THENCE N00°17'16"W ALONG SAID EAST MONUMENTED RIGHT-OF-WAY LINE, A DISTANCE OF 504.50 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 OF ORANGE PARK SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 272, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE N0°17'16"W 313.26 FEET TO A POINT, SAID POINT BEING 263.33 FEET SOUTH OF THE INTERSECTION OF THE SOUTH MONUMENTED RIGHT-OF-WAY LINE OF 13TH A VENUE WEST AND THE EAST MONUMENTED RIGHT-OF-WAY LINE OF 14TH STREET WEST; THENCE S89°45'37"E, 396.74 FEET TO A POINT ON THE WEST MONUMENTED RIGHT-OF-WAY LINE OF 13TH STREET WEST; THENCE S00°42'16"E ALONG SAID WEST MONUMENTED RIGHT-OF-WAY LINE, 200.84 FEET TO A POINT ON THE NORTH LINE OF A 20 FOOT WIDE PLATTED ALLEY NORTH OF LOT 14 OF AFOREMENTIONED ORANGE PARK SUBDIVISION; THENCE S89°00'48"W, 215.18 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF SAID ORANGE PARK SUBDIVISION; THENCE S00°37'38"E, ALONG THE EAST LINE OF LOTS 1 AND 2 OF SAID ORANGE PARK SUBDIVISION, 106.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S89°57'59"W ALONG THE SOUTH LINE OF SAID LOT 2, 183.66 FEET TO THE SAID POINT OF BEGINNING.

SAID PROPERTY BEING PREVIOUSLY DESCRIBED AS:

LOTS 1 AND 2 OF ORANGE PARK SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 272, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

AND ALSO:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, FROM THENCE RUNNING DUE NORTH THE DISTANCE OF 4 ACRES OR 278 2/3 YARDS, THERE MAKING THE POINT OF BEGINNING. FROM THENCE DUE NORTH THE DISTANCE OF ONE ACRE OR 69 2/3 YARDS; FROM THENCE DUE EAST THE DISTANCE OF TWO ACRES OR 139 1/3 YARDS; THENCE DUE SOUTH THE DISTANCE OF ONE ACRE OR 69 2/3 YARDS; FROM THENCE DUE WEST THE DISTANCE OF TWO ACRES OR 139 1/3 YARDS TO THE POINT OF BEGINNING.

AND ALSO:

ALL THAT STRIP OF LAND LYING BETWEEN THE WEST SIDE OF MAPLE STREET (NOW KNOWN AS THIRTEENTH STREET), IN THE CITY OF BRADENTON, MANATEE COUNTY, FLORIDA, AND THE TWO ACRES DESCRIBED ABOVE.

ALL LYING AND BEING IN MANATEE COUNTY, FLORIDA.

PARCEL 2:

COMMENCE AT A POINT 20 FEET SOUTH AND 155 FEET EAST OF THE NW CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST FOR POINT OF BEGINNING; THENCE EAST 54 FEET, THENCE SOUTH 263 1/3 FEET, THENCE WEST 54 FEET, THENCE NORTH 263 1/3 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN MANATEE COUNTY, FLORIDA.

PARCEL 3:

BEG AT THE NE COR OF LOT 1, BLK C OF A J ADAMS SUB, OF THE SE 1/4 OF THE NW 1/4 OF SEC 35, TH RUN S 170 FT FOR A POB; TH RUN S 78 FT & 3 INCHES; TH RUN W 214 FT; TH RUN N 78 FT 3 INCHES; THN RUNE 214 FT TO THE POB (PBl P 129) OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

OVERALL LEGAL DESCRIPTION FOR PARCELS 1, 2, AND 3 ALSO DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 16TH AVENUE WEST AND THE EAST RIGHT-OF-WAY LINE OF 14TH STREET WEST; THENCE N 00°17'16" W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 504.50 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY FOR A POINT OF BEGINNING; THENCE N 00°48'43" E ALONG THE EAST RIGHT-OF-WAY LINE 14TH STREET WEST, A DISTANCE OF 313.50 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY; THENCE S 88°33'44" E DEPARTING FROM SAID EAST RIGHT-OF-WAY , A DISTANCE OF 128.11 FEET; THENCE N 00°12'58" E, A DISTANCE OF 264.63 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF 13TH AVENUE WEST; THENCE S 88°50'51" E, A DISTANCE OF 54.22 FEET ALONG SAID SOUTH RIGHT-OF WAY; THENCE S 00°23'28" W DEPARTING FROM SAID SOUTH RIGHT-OF-WAY , A DISTANCE OF 185.48 FEET; THENCE S 88°25'31" E, A DISTANCE OF 215.51 FEET TO A POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF 13TH STREET WEST; THENCE S 00°29'49" W ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 278.92 FEET; THENCE S 89°48'53" W DEPARTING FROM SAID WEST RIGHT-OF-WAY AND ALONG THE NORTH LINE OF ORANGE PARK SUBDIVISION ALLEY , A DISTANCE OF 214.92 FEET; THENCE S 00°23'00" W ALONG THE WEST LINE OF THE ORANGE PARK SUBDIVISION ALLEY, A DISTANCE OF 106.93 FEET; THENCE N 88°57'09" W, A DISTANCE OF 183.85 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

PARCEL 4:

LOT 14, ORANGE PARK SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE(S) 272, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

PARCEL 5:

TOGETHER WITH that certain alleyway vacated by Ordinance No. 3068, recorded March 26, 2021 under Official Records Instrument No. 202141039284, of the Public Records of Manatee County, Florida, and being more particularly described as follows:

A PORTION OF A 20 FOOT WIDE ALLEY, AS SHOWN ON THE PLAT OF ORANGE PARK SUBDIVISION, RECORDED IN PUT BOOK 1, PAGE 272, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4

OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID ORANGE PARK SUBDIVISION; THENCE S 89°38'08" W, ALONG THE NORTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF THE SAID ALLEY, A DISTANCE OF 195.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE S 0°00'00" E, ALONG THE WEST LINE OF SAID LOT 14 AND THE EAST LINE OF THE SAID ALLEY, A DISTANCE OF 51.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE S 89°38'08" W, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF LOT 2 OF SAID ORANGE PARK SUBDIVISION AND THE WEST LINE OF THE SAID ALLEY; THENCE N 0°00'00" E, ALONG THE EAST LINE OF SAID LOT 2 AND LOT 1 OF SAID ORANGE PARK SUBDIVISION AND THE WEST LINE OF THE SAID ALLEY, A DISTANCE OF 71.00 FEET TO NORTHEAST CORNER OF SAID LOT 1; THENCE N 89°38'08" E, ALONG THE NORTH LINE OF THE SAID ALLEY, A DISTANCE OF 215.00 FEET TO THE WEST RIGHT OF WAY OF 13TH STREET WEST; THENCE S 0°00'00" E, ALONG THE SAID WEST RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Retail Lease Agreement with Pink & Navy, LLC DBA Suellen's Studio

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the February 26, 2025, City Council Meeting the proposal from Amy Fleece of Pink & Navy, LLC for rental of an additional City Centre Garage Retail Space was approved. This Retail Lease Agreement sets forth the terms of the Lease as approved.

FINANCIAL IMPACT:
3% increase in rental income from prior tenant pursuant to 3% annual escalator.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Retail Lease Agreement with Pink & Navy, LLC d/b/a Suellen's Studio and authorize execution by the Mayor.

ATTACHMENTS:
Retail Lease Agreement with Pink & Navy, LLC

RETAIL LEASE AGREEMENT

THIS RETAIL LEASE AGREEMENT (this "Lease") is made this _____ day of June, 2025 (the "Effective Date"), by and between **THE CITY OF BRADENTON**, a municipal corporation of the State of Florida, with an address of 101 Old Main Street, Bradenton, Florida 34205, hereinafter referred to as "Landlord", and **PINK & NAVY, LLC**, a Florida limited liability company, D/B/A Suellen's Studio, with an address of 2305 4th Street West, Palmetto, Florida 34221, hereinafter referred to as "Tenant".

WITNESSETH:

1. **PREMISES**. Landlord leases to the Tenant and the Tenant does hire and lease from the Landlord, premises located in a parking garage located at 1000 3rd Avenue West, Bradenton, Florida 34205 containing a gross rentable area of approximately 586 gross square feet, which suite is depicted on Exhibit A attached hereto and incorporated herein and has a street address of 263 12th Street West, Bradenton, Florida 34205. The leased suite is hereinafter referred to as the "Premises" and the Garage of which the Premises are a part is hereinafter referred to as the "Garage". The Premises are demised and leased by Landlord to Tenant together with (i) all improvements located thereon, (ii) the non-exclusive right to use the Common Areas, (iii) all of Landlord's right, title and interest in and to all easements, rights, privileges and appurtenances thereunto belonging or in any way appertaining, and (iv) all of Landlord's right, title and interest in and to all public streets and rights of way adjacent thereto and in and to the Common Areas. Landlord shall provide access to and from the Premises, and the Premises are for the exclusive use of Tenant.

2. **TERM OF LEASE**. The Lease shall become effective and binding on the Effective Date. The term of the Lease shall commence on the Commencement Date (as hereafter defined) and shall expire on June 30, 2026 (the "Initial Term"), unless extended or terminated earlier pursuant to the provisions of this Lease. "Lease Year" shall mean a period of twelve (12) consecutive months commencing on the Commencement Date. The Initial Term and the Renewal Term (as hereafter defined), if exercised, are collectively referred to herein as the "Term."

So long as Tenant is open and operating its business and has not been in default under the Lease in the immediately preceding twelve-month period beyond any applicable cure period, Tenant, at its option, shall have the right to one extension of this Lease, such extension to be for a term of one (1) year ("Renewal Term"). In connection therewith, Tenant shall give to Landlord written notice of its desire to extend the term not less than six (6) months prior to the expiration of the then existing term. The terms and conditions of this Lease shall in all respects continue during any extension period, except for the payment of Rent which shall be adjusted as described herein.

3. **COMMENCEMENT DATE.** The "Commencement Date" is July 1, 2025. Landlord shall deliver sole and exclusive possession of the Premises to Tenant on the Commencement Date in its currently existing "as is" condition.

4. **USE**. Tenant shall use the Premises solely for conducting the following business: providing high-quality, custom-designed items (i.e. t-shirts, ornaments, tote bags, sweatshirts and denim and related items ("Permitted Use") under the name Suellen's Studio ("Trade Name"). In addition, Tenant has the right to use the area immediately adjacent to the roll-top door serving Premises depicted on Exhibit A for outdoor sales. Tenant agrees and covenants at all times throughout and

during each and every outdoor sale conducted by Tenant (i) to keep and maintain the outdoor sales area and all areas and sidewalks immediately in front of the Premises or within the Garage free from clutter; (ii) to keep and maintain such areas so as not to in any way unreasonably impede, impair or obstruct passage or access throughout the adjacent sidewalks, walkways and other areas; and (iii) to keep and maintain the such areas in a reasonably neat and orderly manner. Tenant shall not use the Premises for any other purpose whatsoever without the written consent of Landlord which consent may be withheld in Landlord's sole and absolute discretion. Tenant shall open for business on the Commencement Date and thereafter, Tenant shall keep the Premises continuously and uninterruptedly open for business to the public fully staffed and stocked Monday – Sunday during such hours as are approved by the City Administrator, in writing, excluding only the following national holidays: New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Normal Operating Hours").

Tenant agrees that Tenant shall not conduct its business on the Premises or use the Premises in a way so as to unreasonably interfere with the right of quiet enjoyment of other tenants of the Garage to use their premises and the Common Areas. Tenant shall not permit the Premises or any part of them to be used in any manner, anything to be done in them, or anything to be brought into or kept in them, that would in any way: (i) violate any public law or requirement; (ii) cause structural injury to the Garage or any part of it; (iii) interfere with the normal operations of the Garage's heating, air-conditioning, ventilating, plumbing, or other mechanical or electrical systems, or of its elevators (if any); (iv) constitute a public or private nuisance; or (v) alter the appearance of the Garage's exterior or of any portion of its interior other than the Premises.

5. **RENT**. Commencing on the Commencement Date, the Tenant agrees to pay rent as consideration for the use of the Premises to Landlord, without notice or demand and without setoff or deduction, at the address of Landlord, or such place as Landlord may by notice to Tenant in writing from time to time direct, at the following rates and times and subject to the conditions listed below. Notwithstanding the foregoing, Tenant agrees to pay to Landlord the first month's Base Rent upon the execution of this Lease.

A. Base Rent. The annual base rent for the Premises during the Initial Term shall be the sum of $11,846.28 (the "Base Rent"). The Base Rent shall be payable in advance in monthly installments (during the Initial Term in the amount of $987.19) on the first day of each calendar month plus the amount of any use or sales tax on said rental (or any other lease charges paid under this Lease) imposed by the State of Florida and any federal and local government. For any period during the Term, which is for less than one month, the Base Rent for that period shall be a pro rata portion of the monthly installment payable on the first day of such period.

B. Base Rent Adjustment. Beginning at the commencement of the Renewal Term if exercised by Tenant, the Base Rent shall be adjusted by three percent (3%) over the prior Lease Year's Base Rent.

C. Additional Rent. Tenant hereby understands, covenants and agrees that all sums of money, payment for utilities provided by Landlord, tax contributions (if applicable) and all other charges or amounts required to be paid by Tenant to Landlord, together with any use or sales taxes payable thereon, or to another person under the terms of this Lease, shall be deemed to be "Additional Rent" due to Landlord in addition to the Base Rent provided for herein. "Rent" shall mean, collectively, Base Rent and the Additional Rent.

6. **UTILITIES**. Tenant shall pay to Landlord $120.00 dollars per month, for water sewer and trash services that are to be provided by Landlord. Landlord reserves the right to increase the costs for such services on the anniversary date of each Lease Year.

7. **LATE PAYMENT**. Should Tenant fail to pay when due any installment of Base Rent, Additional Rent or any other sum payable to Landlord under the terms of this Lease, then commencing ten (10) days following such due date, interest at the highest rate permissible by applicable law, shall accrue from and after the date on which any such sum shall be due and payable;

8. **SECURITY DEPOSIT**. Landlord acknowledges that it has received **$1,974.38** from Tenant which is to remain on deposit with Landlord during the term of this Lease and any extension as security for the payment of rent and the full and faithful performance by Tenant of the covenants and conditions of this Lease. Upon yielding of said Premises at termination of this Lease, and provided no default has occurred, said sum shall be returned to Tenant. No interest shall be payable on the deposit. It is understood that Landlord shall always have the right to apply said deposit, or portion thereof, to the curing of any default that may exist. If Tenant shall default in respect of any covenant or condition of this Lease, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any other sum which Landlord may be required to spend by reason of Tenant's failure to comply with its obligations as set forth herein. Tenant shall pay Landlord, on demand, the amount so applied to restore the Security Deposit to its original amount.

9. **LANDLORD'S OBLIGATIONS**. Landlord shall keep and maintain the Garage and the Common Areas in a good, clean and safe condition and repair at all times during the Term in a manner consistent with the operation of other comparable properties in the market in which the Garage is located, including the roofs, walls, foundations and structural portions thereof, and in compliance with applicable laws. Landlord shall keep all entrances, parking areas, driveways and sidewalks free from debris. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall provide a standard level of air conditioning, ventilation and heating for the Premises during Normal Operating Hours and shall provide maintenance, repair and replacement of same when deemed reasonably necessary by Landlord. Climate control during other times will be available for an additional charge of $25.00 per hour. Landlord shall provide unheated water, sanitary sewer and trash removal (the costs of which shall be paid for by Tenant as provided in Section 6 hereof). Landlord agrees to exercise commercially reasonable efforts to perform its maintenance and repairs obligations under this Lease in a prompt and diligent manner in order to minimize any interference with Tenant's business operations in the Premises.

Landlord shall not be liable in damages or otherwise for delay or failure in furnishing any of the foregoing services or facilities, where such delay or failure is due to strikes, lockouts, acts of God, governmental restrictions, enemy acts, civil commotion, unavoidable fire or other casualty, or other cause of a like nature beyond the control of Landlord and in the event of such then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay ("Force Majeure"). In no event shall delay or failure, regardless of cause, constitute an eviction of Tenant or termination of this Lease.

10. **TENANT'S OBLIGATIONS**.

A. Except to the extent provided by Landlord pursuant to Paragraph 6 above, Tenant shall obtain and utilize at its own cost and expense all services for public utilities furnished to or consumed by Tenant in or upon the Premises during the term hereof and any extensions or renewals thereof including, without implied limitation, electricity, telephone and cable television (if available).

B. Insurance. Tenant shall throughout the term of this Lease provide at its own expense and keep in force for the benefit of and in the name of Landlord general liability insurance including personal injury liability and contractual liability in form satisfactory to Landlord with Two Million Dollars ($2,000,000.00) combined single limit on account of bodily injury to, or death of, more than one person, as a result of any accident or disaster and with property damage insurance coverage. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to Landlord, and shall require at least fifteen (15) days written notice to Landlord of termination or material alteration during the term of this Lease. On the Commencement Date and the commencement of the Renewal Term, if exercised, Tenant shall promptly deliver to Landlord certified copies or other evidence of such policies, and evidence satisfactory to Landlord that all premiums thereon have been paid and the policies are in full force and effect. Tenant shall also carry workers' compensation insurance as required by law, comprehensive automobile liability insurance with a minimum limit of One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, and full replacement value insurance coverage on Tenant's Work, and Tenant's furniture, fixtures, inventory and other personal property.

C. Rent. Promptly pay all Base Rent and Additional Rent due under the terms of this lease and comply in all respects with the terms and provisions hereof.

D. Taxes. Any taxes attributable to the Premises and/or Tenant's property shall be promptly paid by Tenant.

E. Maintenance and Repair. At its own cost and expense, Tenant shall take good care of, maintain and make necessary repairs to the interior of the Premises, and the fixtures and equipment therein and appurtenances thereto, including the interior windows, window frames, doors, door frames and entrances, signs, floor coverings, non-structural interior walls, columns and partitions; lighting, electrical equipment. If Tenant refuses or neglects to provide such maintenance or make such repairs, or fails to diligently prosecute the same to completion, or if Landlord is required to make repairs by reason of Tenant's negligent acts or omissions, and after thirty (30) days written notice from Landlord of the need therefore, Landlord may (but shall not be obligated to) make such repairs at the expense of Tenant and such expense shall be collectable as Additional Rent due hereunder.

E. Utilities. Except for any utilities provided by Landlord hereunder, Tenant covenants and agrees to pay in full all hookup and connection charges for any authorized utilities used by Tenant in and around the Premises made by the local authority having jurisdiction over such matters.

11. **TENANT'S IMPROVEMENTS; LIENS**. If Tenant's Permitted Use requires that modifications be made to the Premises, Tenant agrees to construct, at Tenant's sole cost and expense, such non-structural improvements to the Premises necessary to operate its business for the Permitted Use in accordance with all applicable laws and Exhibit C hereto ("Tenant's Work"). Tenant

acknowledges that all Tenant Work must be approved by Landlord in advance in writing. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought and shall not undertake any work until Landlord has consented to same. Tenant shall not commence any such work without first delivering to the Landlord copies of the insurance policies required by Section 10B and the insurance policies for its contractors as described on Exhibit C. Movement in and out of the Garage by Tenant and Tenant's contractors of trade fixtures, equipment and furniture or dispatch or receipt by Tenant of any merchandise or materials shall be restricted to hours reasonably approved by Landlord. Tenant assumes all risk of damage of said articles being moved through the Garages and any injury to persons or public engaged or not engaged in such moving.

From and after the Effective, Tenant agrees to commence Tenant's Work and to diligently perform Tenant's Work to completion. Tenant acknowledges that Tenant shall be responsible for all finish work in the Premises; store fixtures inclusive of acquisition and placement; and all other construction work or costs not specifically set forth as Landlord's Work. Tenant's Work shall consist of only high quality, new materials and components and shall be completed in a first-class, good and workmanlike manner by licensed contractors. Tenant shall obtain, at Tenant's sole cost and expense, all permits, certificates and approvals that may be necessary for the performance of Tenant's Work so that a final unconditional certificate of occupancy for the Premises may be issued. Copies of all necessary approvals and permits shall be delivered to Landlord prior to Tenant commencing Tenant's Work.

Any alterations, additions, improvements and fixtures installed or paid for by the Tenant upon the interior of the Premises shall upon the expiration or earlier termination of this Lease become the property of the Landlord, provided however, Tenant may remove unattached movable trade fixtures and decorations, Tenant's signage, and attached, removable trade fixtures, subject to Tenant's compliance with Section 23 hereof.

Tenant has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the Landlord in and to the Premises or the Garage and no person shall ever be entitled to any lien directly or indirectly derived through or under Tenant or its agents or servants on account of any act or omission of the Tenant. At Landlord's request Tenant agrees to execute and record such documents reasonably deemed necessary by Landlord to comply with the provisions of §713.10 of the Florida Statutes (or any similar provision) to confirm and effectuate the provisions of this paragraph.

If any lien shall be filed against the Premises or the Garage with respect to work contracted for by Tenant or materials supplied to or on behalf of Tenant, then the Tenant shall cause the same to be removed of record within thirty (30) days after the filing of the lien by the lienor upon the public records. Failure to do so shall constitute a breach of this Paragraph and the Tenant shall hold harmless and indemnify the Landlord from any and all expenses, expenditures or otherwise, including but not limited to reasonable attorneys' fees through and including appellate proceedings, bond premiums and clerk's filing fee for breach of this Section.

12. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**. Tenant shall, at its own cost and expense comply with all applicable governmental laws, ordinances, orders and regulations affecting the Premises now in force or which hereafter may be in force, including without limitation the Americans With Disabilities Act ("ADA"), as the same may be modified from time to time, insofar as they pertain to the use and occupancy of the Premises. Landlord shall be responsible

for complying with all applicable laws with respect to the ownership, operation, management, maintenance and repair of the Garage and the Common Areas.

13. **SIGNS, AWNINGS AND CANOPIES**. Subject to obtaining Landlord's advance written consent and compliance with all applicable laws, Landlord agrees that Tenant shall be permitted to install vinyl lettering on its store front door and roll-up door and shall be permitted to install a hanging blade in front of its Premises under the overhang. Fabrication and installation of any such signage shall be performed by a licensed contractor. Except as otherwise set forth in this Lease, Tenant shall not place or maintain any sign, awning or canopy in, upon or outside the Premises or in the Garage; nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter of any kind without first obtaining Landlord's approval and written consent in each instance. Tenant shall maintain any such signs or other installation, as may be approved, in good condition and repair.

14. **ASSIGNMENT/SUBLETTING**. Tenant shall not be permitted to sublet all or any portion of the Premises or to assign this Lease.

15. **TENANT INDEMNIFICATION**. Tenant shall indemnify and hold Landlord harmless from suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damages arising from or out of Tenant's use or occupancy of the Premises or any part thereof, or in any way arising from Tenant's use of the sidewalks and Common Areas, and the parking and other facilities within the Garage, or occasioned wholly or in part by any negligence or willful misconduct of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires. Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, hereby waives all claims against Landlord for damages to property or injuries to persons arising from or occasioned by Tenant's use of the Premises, sidewalks, Common Areas and the parking and other facilities within the Garage. All property of Tenant or any other person kept or stored in the Premises shall be kept or stored at the sole risk of Tenant. Landlord shall not be liable for any injury or damage occurring in the Premises or within the Garage to any person or any property of Tenant arising from any cause whatsoever. Tenant shall give prompt notice to Landlord in case of any accidents in the Premises or in the Garage of which the Premises are a part or of defects therein or in any fixtures or equipment. The provisions of this section shall survive the expiration of the Term or earlier termination of this Lease.

16. **DESTRUCTION**. If during the Lease Term, the Premises or any portion thereof is damaged by fire, earthquake, hurricane or other casualty or Landlord shall with all due diligence repair or rebuild the Premises to the condition at least equal to that existing immediately prior to said damage, provided that Tenant, at Tenant's sole cost, shall repair or replace Tenant's merchandise, trade fixtures, furniture, floor coverings, equipment, signs, personal property and Tenant's Work in a manner and to at least a condition equal to that prior to the damage or destruction thereof. If more than thirty percent (30%) of the Garage is damaged or if Landlord reasonably determines that restoration will take in excess of one (1) year, then Landlord may terminate this Lease within ninety (90) days after the occurrence of such damage or destruction. If this Lease is so terminated, Tenant shall remove all of its property from the Premises within thirty (30) days following the date that such notice of termination is given.

Should the Premises, or a portion thereof, be rendered untenantable by reason of damage or destruction thereof by fire, casualty or disaster, during the term of this Lease and Tenant is

unable to operate its business, then Rent shall abate from the date of the happening of the fire or other casualty, or disaster, up to the date of the restoration of the Premises by Landlord, unless such fire or other casualty was caused by Tenant. After Landlord completes its restoration, Tenant shall complete any required work and reopen for business within thirty (30) days thereafter.

17. **CONDEMNATION**. In the event the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority in appropriate proceedings or by any right of eminent domain, all compensation awarded for any taking of the Premises or the Garage shall belong solely to and be the property of Landlord, and Tenant assigns to Landlord all of Tenant's rights with respect hereto.

18. **PARKING**. Tenant and its customers shall have non-exclusive access to the public parking available within the Garage, but shall not have access to any parking space which may have been assigned to others.

19. **ACCORD AND SATISFACTION**. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in the Lease provided. In the event this Lease requires Tenant to submit payments monthly for items other than the Base Rent and in the event Tenant submits a payment of less than the total combined amount of all said payments, then the Landlord shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Tenant.

20. **DEFAULT AND REMEDIES**.

A. Events of Default. The following events shall be deemed to be events of default by Tenant under this Lease: (a) Any failure of Tenant to pay any Rent or other charges when due hereunder within ten (10) days following written notice from Landlord; provided that if Tenant fails to pay Rent when due on two (2) or more occasions during any twelve (12) month period, then, even if such failures have been cured by Tenant, any further failure by Tenant to pay Rent when due during the twelve (12) month period shall be deemed an Event of Default hereunder without the ability of cure by Tenant and Landlord shall not be obligated to send Tenant any notice of breach; (b) if Tenant conducts business other than for the Permitted Use or under a trade name other than the Trade Name as set forth herein; (c) if Tenant shall become insolvent or shall make an assignment for the benefit of creditors or if Tenant permits this Lease to be taken under any writ of execution; (d) if Tenant shall falsify any report required to be furnished to Landlord under this Lease; (e) if Tenant shall abandon or vacate the Premises or fail to keep the Premises continuously and uninterruptedly open for business during the Normal Operating Hours; or (f) if Tenant shall fail or refuse to keep and to perform any of the other covenants, conditions, stipulations or agreements herein contained for more than thirty (30) days after notice of such breach shall have been delivered.

B. Remedies. Upon occurrence of any event of default, Landlord shall have the option to do any one or more of the following, in addition to and not in limitation of any other remedy permitted by law and without prejudice to Landlord's other rights hereunder:

(1) Serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than ten (10) days after the date of serving such notice and this Lease shall then expire on the date so specified unless such default, as described in such notice, shall have been cured within the applicable period provided in the notice.

(2) Upon at least ten (10) days prior written notice to Tenant Landlord may reenter upon and take possession of the Premises as the agent of Tenant pursuant to appropriate legal proceedings without being liable to prosecution or any claim for damages therefor, Tenant shall surrender the Premises to Landlord, and Landlord may relet the Premises as the agent of Tenant and receive the rent therefor, in which event Tenant shall be liable to Landlord, a sum equal to all reasonable out of pocket expenses incurred by Landlord in recovering possession of the Premises and all reasonable out of pocket costs and charges for the care and maintenance of the Premises while vacant; provided, however, that Landlord shall have no duty to relet the Premises and the failure of Landlord to relet the Premises shall not release or affect Tenant's liability for rent or for damages. Tenant shall pay to Landlord the difference between the foregoing damages and expenses incurred by Landlord and the net proceeds (if any) received by Landlord from any reletting of the Premises on the first day of each month during the remainder of the Term.

(3) Upon at least ten (10) days prior written notice to Tenant, Landlord may do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises without being liable to prosecution or any claim for damages therefor in order to accomplish this purpose.

(4) Landlord may recover from Tenant the present value at the time of the award of the entire amount of the Rent which would become due and payable during the remainder of the Term of this Lease, which amount shall be immediately due and payable upon the occurrence of an event of default by Tenant.

(5) If Tenant defaults in the observance or performance of any term or covenant under this Lease, Landlord may, without thereby waiving the default, remedy the default for Tenant's account and at Tenant's expense. If in connection therewith Landlord makes any expenditures or incurs any obligations for the payment of money or in instituting, prosecuting, or defending any action or proceedings commenced before or during the term of this Lease or after the expiration or termination of the term, including but not limited to legal expenses and attorneys' fees, Tenant shall pay to Landlord on demand the sums paid or obligations incurred, together with legal interest and costs. If not paid, Landlord, in addition to any other remedy, may deem the due payments to be Additional Rent.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity.

21. **ACCESS TO PREMISES**. Landlord and its agents, employees and contractors shall have the right to enter the Premises to make repairs required by Landlord hereunder, to maintain the HVAC system, and to examine the Premises. In addition, during the six (6) months prior to the expiration of this Lease or any renewal term, have the right to show the Premises to prospective tenants. Landlord agrees that, except in the event of an emergency, Landlord's right to enter the Premises shall only be exercised during normal business hours in a manner that does not materially interfere with Tenant's ability to conduct its business operations in the Premises.

Landlord may at any time without thereby creating any actual or constructive eviction or incurring any liability to Tenant therefor, and without abatement in rent, change the arrangement or location of entrances, passageways, doors, doorways, corridors, stairs, toilets, and other like portions of the Garage, as well as the elevators servicing the Garage, if any. Landlord agrees that any alteration, expansion or modification of the Common Areas shall be performed by Landlord in a manner that shall not materially and adversely affect the ability of Tenant to conduct its business operations in the Premises or the services and utilities that Landlord is required to provide to Tenant under this Lease.

22. **QUIET ENJOYMENT**. Subject to Tenant's performance of the terms and conditions of this Lease, Landlord agrees not to interfere with Tenant's quiet enjoyment and possession of the Premises during the Lease Term.

23. **SURRENDER; HOLDING OVER**. At the expiration of the Term or earlier termination of this Lease, Tenant shall quit and surrender the Premises in the same condition as existed on the Effective Date, except for reasonable wear and tear and damage caused by any casualty excepted. In this regard, reasonable wear and tear shall be construed to mean wear and tear caused to the Premises by the natural aging process which occurs in spite of prudent application of the reasonable standards for maintenance, repair and janitorial practices, and does not include items of neglected or deferred maintenance. In any event, Tenant shall cause the following to be done prior to the expiration of the Lease or its sooner termination: (a) all interior walls shall be painted white; (b) all tiled or polished concrete floors shall be cleaned and waxed; (c) any carpeted area shall be cleaned and shampooed; (d) all broken, marred, stained or nonconforming acoustical ceiling tiles shall be replaced; (e) all windows shall be washed; (f) the plumbing and electrical systems and lighting shall be in good order and repair (including replacement of any burned out, discolored or broken light bulbs, ballasts or lenses). If the Premises are not so surrendered at the termination of this Lease, Tenant shall be liable to Landlord for all costs incurred by Landlord in returning the Premises to the required condition. Tenant shall surrender to Landlord all keys used in connection with the Premises.

Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, any claims made by ~~an~~ succeeding tenant or losses to Landlord due to lost opportunities to lease to succeeding tenants. In addition, any holding over after the expiration of the Term shall be construed to be a tenancy at sufferance and at a monthly rental of two hundred percent (200%) of the monthly rental in effect immediately prior to such expiration or termination (prorated on a daily basis) and shall otherwise be on the terms herein specified so far as applicable. Acceptance of any rents after a holdover begins shall not be deemed to renew this Lease nor shall this provision be deemed a waiver of Landlord's right to terminate Tenant's tenancy or to pursue other remedies for Tenant's failure to vacate.

24. **NO WAIVER**. Failure of Landlord or Tenant to insist upon the strict performance of any provision of this Lease or to exercise any option or any rules and regulations herein contained shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the party seeking to enforce such provision. No waiver by Landlord in respect to one tenant shall constitute a waiver in favor of any other tenant in the Garage.

25. **NOTICES**. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be in writing and delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight delivery service and shall be addressed:

A. To Landlord: Rob Perry
City Administrator
101 Old Main Street
Bradenton, Florida 34205

With a copy to: Scott E. Rudacille
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205

B. To Tenant: Amy Fleece
Pink & Navy, LLC d/b/a Suellen's Studio
2305 4th Street West
Palmetto, Florida 34221

Either party may designate such other address as shall be given by written notice.

26. **PARTIAL INVALIDITY**. If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

27. **ENTIRE AGREEMENT, ETC.** This Lease and the Exhibits set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party to be bound. Submission of this Lease for examination does not constitute an option for the Premises and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

28. **CAPTIONS**. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent to paragraph, nor in any way affect this Lease.

29. **RULES AND REGULATIONS**. Tenant agrees to abide by and conform to reasonable rules and regulations promulgated and modified from time to time by Landlord. In the event of any inconsistency between the rules and regulations and the terms and provisions of this Lease, the terms and provisions of this Lease shall in all events control.

30. **LIMITATION OF LIABILITY**. Tenant acknowledges and agrees that Landlord's liability to Tenant is limited pursuant to Florida law.

31. **GOVERNING LAW; VENUE**. This agreement shall be governed in all respects by the laws of the State of Florida, and the parties agree that the appropriate venue for any lawsuit involving issues arising from this agreement shall be Manatee County, Florida.

32. **BROKERS**. Landlord and Tenant represent and warrant that they have not engaged the services of, and are not liable to, any real estate agent, broker, finder or any other person or entity for any brokerage or finder's fee, commission or other amount with respect to this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless against all loss, liability and expense, including reasonable attorneys' fees and related legal costs, suffered by either party due to a breach of the foregoing representation, covenant and warranty.

33. **HAZARDOUS WASTE AND RADON GAS**. Tenant shall not cause or permit the escape, disposal or release of any Hazardous Materials (as defined below) at the Garage, in the Common Areas or the Premises. Tenant shall not allow the storage or use of any Hazardous Materials at the Garage, the Common Areas or the Premises in any manner which violates applicable laws or the standards prevailing in the industry for the storage and use of such Hazardous Materials, nor allow to be brought into the Premises or Garage any such Hazardous Materials except for small quantities typically used in the ordinary course of business. For the purposes of this Lease, the term "Hazardous Materials" shall mean (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. 1801, as amended; (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901, et seq., as amended; (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as amended; (iv) crude oil or petroleum products; (v) asbestos in any form or condition; and (vi) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs. For purposes of this Lease, the term "Environmental Laws" shall mean all present or future federal, state and municipal laws, ordinances, rules and regulations applicable to the environmental and ecological condition of the Premises, and the rules and regulations of the Federal Environmental Protection Agency and any other federal, state or municipal agency or governmental board or entity having jurisdiction over the Premises.

During the Term, Tenant shall not cause or permit the escape, disposal or release of any Hazardous Materials on or at the Premises or the Land. Further, Tenant shall defend, indemnify and hold Landlord, and its agents, employees and contractors harmless from and against all claims, demands, liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and litigation costs) or judgments of any nature arising or alleged to arise from or in connection with the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials, mold and/or ACMs from or affecting the Premises or any other portion of the Land caused by Tenant or its agents, contractors or employees (unless the same shall be caused by Landlord). Tenant's obligations under this section shall survive the expiration or termination of this Lease.

Radon Gas. The following notification is provided pursuant to §404.056(8), Florida Statutes: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a Garage in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of

radon that exceed federal and state guidelines have been found in Garages in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

34. **LEGAL EXPENSES**. Should Landlord employ an attorney or attorneys to interpret or enforce any of the provisions hereof, or to protect its interest in any matter involving, arising out of, or otherwise relating to this Lease, or to recover damages for the breach of this Lease, Landlord shall be entitled to recover from Tenant all reasonable fees, costs, charges and expenses, including but not limited to, attorney and legal assistant fees, expended or incurred in connection therewith from the initial request for redress through trial, appeal and collection.

35. **GUARANTY**. Landlord's obligations under this Lease shall be conditioned upon receipt of a Guaranty of Lease by Amy Fleece in favor of Landlord in the form attached hereto as Exhibit D, executed by each named Guarantor and, upon request, receipt of satisfactory evidence of the authority of each named Guarantor to execute such Guaranty of Lease.

36. **OTHER**.

A. Interruptions. Landlord may interrupt, curtail, or suspend its services under this Lease when such action is necessary because of accident, emergency, or mechanical breakdown, or is required by any federal, state, county, or municipal law, order, or regulation, or in connection with effectuating repairs, alterations, additions or improvements to the Garage or for any other cause beyond Landlord's reasonable control. Landlord shall use reasonable diligence to complete all required repairs or other necessary work as quickly as reasonably possible so that Tenant's inconvenience resulting therefrom may be for as short a period as circumstances will reasonably permit. In such event, Tenant shall not be entitled to any diminution or abatement of rent or other compensation as a result of such interruptions, curtailment, or suspension, nor shall this Lease or any of Tenant's obligations be affected or reduced by reason of them.

B. Reimbursement. Tenant shall reimburse Landlord for its reasonable costs for removing from the Premises and the Garage any of Tenant's refuse and rubbish in excess of normal office waste and Tenant shall pay all bills therefor when rendered.

C. Service Providers. Landlord reserves the exclusive right to designate the service providers to the Garage and its occupants and tenants therein to include those services provided in common to all tenants, for example, utilities and electrical provider.

E. Waiver of Jury Trial. LANDLORD AND TENANT HEREBY WAIVE, TO THE EXTENT NOT PROHIBITED BY LAW, THE RIGHT TO A JURY TRIAL IN ANY ACTION, SUMMARY PROCEEDING, OR LEGAL PROCEEDING BETWEEN OR AMONG THE PARTIES OR THEIR SUCCESSORS ARISING OUT OF THIS LEASE, TENANT'S OCCUPANCY OF THE PREMISES, OR TENANT'S RIGHT TO OCCUPY THE PREMISES.

F. Tenant's Equitable Remedies. If Tenant claims or asserts that Landlord has violated or failed to perform a covenant not to unreasonably withhold or delay Landlord's consent or approval, or whenever Landlord's reasonableness in exercising its judgment is in issue, Tenant's sole remedy shall be an action for specific performance, declaratory judgment, or injunction. Tenant shall not be entitled to any money damages for a breach of such covenant or to claim or assert any claims

for any money damages in any action or by way of set off, defense, or counterclaim. Tenant hereby specifically waives the right to any money damages or other remedies.

G. No Representations by Landlord. Except as otherwise expressly set forth herein, Neither Landlord not its agents have made any representations or promises with respect to the Premises or the Garage except as expressly set forth herein. No rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking possession of the Premises by Tenant shall be conclusive evidence as against it, that Tenant accepts the Premises and the Garage and that they were in good and satisfactory condition when possession was so taken.

H. Recording. Neither this Lease nor a memorandum thereof shall be recorded.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD
THE CITY OF BRADENTON,
a municipal corporation of the State of Florida

By:_____
Name:_____
Its:_____

TENANT
PINK & NAVY, LLC
D/B/A SUELLEN'S STUDIO
a Florida limited liability company
D/B/A _____

By:_____
Name: Amy Fleece
Its: OWNER

EXHIBIT A

SITE PLAN

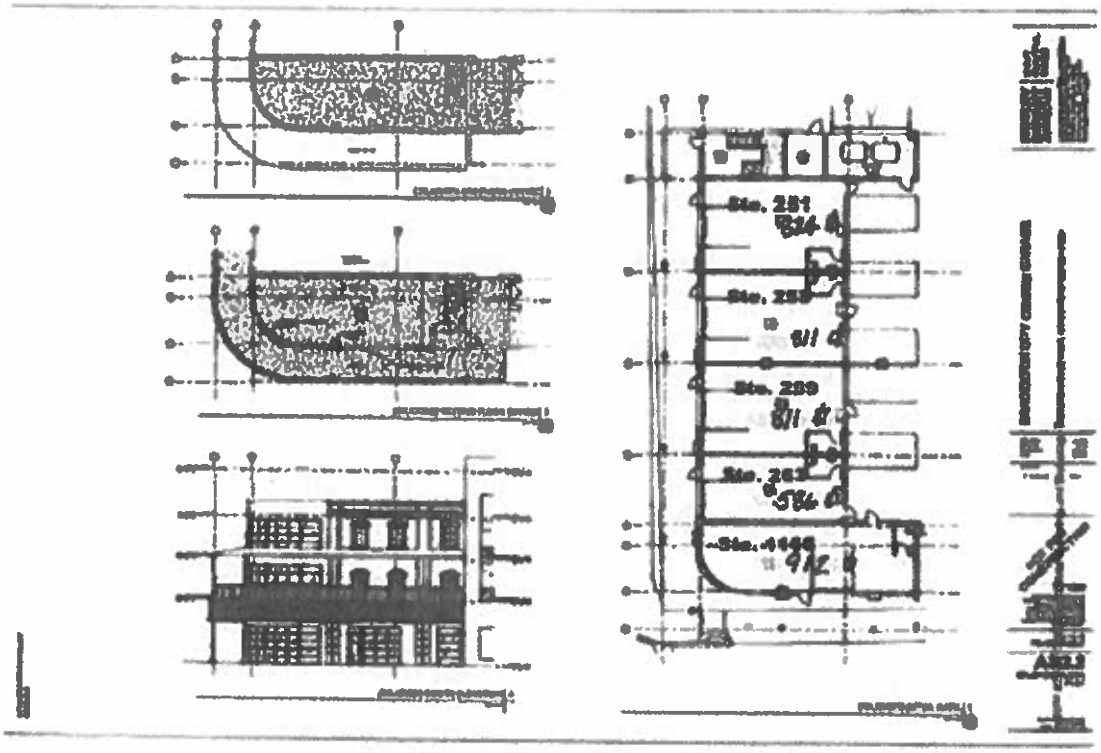


EXHIBIT B

RULES AND REGULATIONS

TENANT SHALL:

A. Keep the inside and outside of the Premises and all glass, doors and windows of the Premises clean, neat and in a sanitary and safe condition.

B. Maintain the Premises at Tenant's expense in a clean, orderly and sanitary condition free of offensive odors, insects, rodents, vermin and other pests.

C. Keep rubbish, garbage, trash and other refuse in proper containers as designated by Landlord

D. Comply with all laws, ordinances and regulations of the United States, State of Florida, County of Manatee, City of Bradenton, or any agencies thereof, and comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Premises by Tenant.

E. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises.

F. Require employees, officers and agents to park in the areas of the parking lot designated by Landlord to be utilized by employees. Furnish Landlord with the license number of all employee vehicles within five (5) days following Tenant's commencement of business in the Premises and thereafter within five (5) days following any changes in such personnel or their vehicle license numbers. If Tenant, its officers, agents or employees shall fail to park their cars in the designated parking areas, after giving notice to Tenant, Landlord shall have the right to either have such vehicle towed at Tenant's expense or charge Tenant $25.00 per day per car parked in any parking area other than those designated.

G. Perform such acts and do such things as are necessary in order to correct and cure any deficiency on Tenant's part in the performing of Subparagraphs A. through F. immediately above, in accordance with the provisions of any written notice from Landlord relating thereto.

TENANT SHALL NOT:

A. Place or maintain merchandise or other articles in any vestibule or entry of the Premises, on the foot walks adjacent thereto, or elsewhere in the exterior or Common Areas except as specifically permitted in the Lease.

B. Use or permit the use of any apparatus for sound reproduction or transmission including but not limited to loudspeakers, phonographs, public address systems, sound amplifiers and radios, or any musical instrument in any manner that sound so produced are audible outside the Premises.

C. Permit undue accumulation of garbage, trash, rubbish or other refuse within or outside the Premises.

D. Cause or permit objectionable odors or foul odors to emanate or be dispelled from the Premises.

E. Solicit business or distribute advertising in the parking area or the Common Areas.

F. Distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in the Common Area.

G. Permit the parking or standing of any delivery vehicles to interfere with the use of any driveway, walk, parking area, or other Common Area.

H. Cause or permit the loading or unloading of merchandise, supplies or other property outside any designated areas therefore, or permit the parking or standing outside of said area by delivery vehicles or other vehicles or equipment engaged in loading or unloading.

I. Receive or ship articles of any kind after 10:00 P.M. unless otherwise scheduled or approved by Landlord.

J. Tenant shall cease all conduct not permitted pursuant to Subparagraphs A. through I. immediately above promptly upon notice from Landlord.

Landlord shall not be liable to Tenant for the non-observance or violations of any of these Rules and Regulations by other tenants.

EXHIBIT C

I. LANDLORD'S WORK

Notwithstanding anything contained in this Lease to the contrary, Landlord is delivering the Premises in "As-Is" condition. Tenant acknowledges that Landlord is performing no work within the Premises.

II. DESCRIPTION OF TENANT'S WORK

The requirements for Tenant's Work are described below. Tenant agrees and acknowledges that Tenant's Work shall also comply with the requirements set forth in Lease.

A. General:

1. Tenant is responsible for installing temporary barricades, if required by Landlord
2. Tenant is responsible for providing temporary construction trash services. Tenant's dumpster shall not be placed directly on asphalt (plywood surface required).
3. Tenant shall establish permanent utility service upon acceptance of Premises. If Tenant fails to establish utility service within seven (7) days following notification from Landlord, Landlord may terminate existing utility services.
4. Any Tenant's Work performed by Landlord on Tenant's behalf shall be reimbursed to Landlord within thirty (30) days of receipt of Landlord's invoice for same.
5. Tenant shall be responsible for damage to asphalt caused by Tenant's construction.

B. Insurance Requirements: Certificates of Insurance shall be provided to Landlord prior to the commencement of Tenant's Work and shall provide that no change or cancellation of such insurance coverage shall be undertaken within thirty (30) days written notice to Landlord.

a. Tenant's General Contractor's and Subcontractor's required minimum coverages and limits of liability:

(1) Workmen's Compensation, Employer's Liability Insurance with limits as required by state law and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed.

(2) Commercial General Liability Insurance (including Contractor's Protection Liability) in an amount not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate, whether involving personal injury liability (or death resulting therefrom) or property damage liability or a combination thereof.

Such insurance shall provide for explosion, collapse and contractual liability coverage and shall insure the General Contractor and/or Subcontractors against claims for personal injury, including death resulting therefrom and damage to the property of others and arising from operations under the Contract and whether such operations are performed by the General Contractor, Subcontractors, or any of their Subcontractors, or by anyone directly employed by any of them.

(3) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned with a

minimum limit of Two Million Dollars ($2,000,000) per occurrence for bodily injury and Two Million Dollars ($2,000,000) for property damage.

Such insurance shall insure the General Contractor and/or Subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others arising from its operations under the Contract and whether such operations are performed by the General Contractor, Subcontractors, or any of their Subcontractors or by any one directly or indirectly employed by any of them.

IV. COMMENCEMENT OF CONSTRUCTION

1. Prior to commencement of construction, Tenant shall submit to Landlord or Landlord's designated representative the following:

a. Name, address and telephone number of Tenant's general contractor, on-site superintendent and all subcontractors;
b. Copy of building permit, sign permit and county health department approval, if applicable;
c. Proposed construction schedule (including ŧ sign installation schedule;

2. A copy of Tenant's Plans bearing Landlord's stamp of approval shall be made available to Landlord at the Premises at all times.

3. Tenant's Work shall be subject to the inspection and approval of Landlord. Tenant shall cease Tenant's Work whenever directed by Landlord as necessary to comply with (a) legal requirements, (b) this Lease, or (c) if Tenant's Work deviates from Tenant's Plans. Any of Tenant's Work which does not comply with Tenant's Plans shall be corrected by Tenant within seven (7) days of notification to Tenant. If Tenant does not complete Tenant's Work to Landlord's satisfaction, Landlord shall have the right, in addition to other rights herein, to cure any deficiency in Tenant's Work and Tenant shall be responsible for the cost of such action in addition to a fifteen percent (15%) administrative fee. Alternatively, if Tenant fails to cease work and/or to obtain such compliance, Landlord shall have the option upon providing prior written notice to Tenant, to declare this Lease null and void and of no further force and effect except for those rights and obligations which specifically survive the termination hereof.

4. Tenant shall cause Tenant's contractor to record, with the office of the County Recorder for Manatee County, a Notice of Commencement (the "Notice") from Tenant and shall post the Notice at the Premises and serve the Notice upon all subcontractors.

5. Tenant agrees that prior to contracting for any improvements, services or materials to be made in or delivered to the Premises or the Property, Tenant shall notify the contractor of the following provisions. Tenant shall also require the contractor to identify Landlord in any Notice of Commencement relating to the Premises as a party designated by owner upon whom notices or other documents are to be served. It is the intent of this language to comply with 713.10 of the Florida Statutes, as amended. LANDLORD HEREBY NOTIFIES ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND OTHER LIENORS THAT PURSUANT TO FLORIDA STATUTES § 713.10, ANY LIENS UNDER FLORIDA STATUTES CH. 713 SHALL EXTEND TO, AND ONLY TO, THE RIGHT, TITLE AND INTEREST OF THE PERSON WHO CONTRACTS FOR THE IMPROVEMENT IN QUESTION AND THAT NEITHER THE INTEREST OF LANDLORD NOR ANY SUPERIOR INTEREST IN THE PREMISES AND ALL

OTHER PORTIONS OF THE BUILDING AND LAND OF WHICH THE PREMISES ARE A PART SHALL BE SUBJECT TO LIENS FOR ANY IMPROVEMENTS, SERVICES OR MATERIALS MADE BY, CONTRACTED FOR OR OTHERWISE AUTHORIZED BY TENANT OR BY ANY EMPLOYEE, CONTRACTOR OR AGENT OF TENANT.

V. CLOSE-OUT REQUIREMENTS

Upon the completion of Tenant's Work, Tenant shall submit to Landlord the following:

(a) Final, unconditional waivers of lien and Contractor's Affidavit in form reasonably acceptable to Landlord, from all contractors, subcontractors and other persons performing labor and/or supplying materials in connection with such work showing that all of said persons have been compensated in full.

(b) A minimum one (1) year warranty from Tenant's contractor, naming both Tenant and Landlord, against defects in workmanship, materials and equipment,.

(c) A copy of the final unconditional certificate of occupancy for the Premises, if applicable.

(d) One (1) set of as-built construction drawings in "pdf" or "CAD" format.

(e) Evidence that all exterior penetrations caused by signage installation have been sealed to prevent water intrusion.

SIGN GUIDELINES

Prior to any fabrication, Tenant shall submit a copy of detailed shop drawings or pdf's electronically for Landlord's approval. Drawings are to indicate sign size, color, placement, materials, construction details, and text. No sign shall be erected without prior written approval from Landlord

GENERAL:

1. Signage shall be limited to Tenant's trade name as set forth in the Lease.
2. Logos may be permitted if tastefully designed as determined by Landlord in its sole discretion.
3. Tenant is responsible for obtaining all required sign permits at its sole cost and expense.
4. Tenant is obligated at Tenant's expense to install blade signage as described in the Lease in accordance with Landlord standard blade signage specifications.
5. Landlord shall assign the sign location(s). Landlord approval of Tenant signage is no guarantee that such signage shall permitted by applicable governmental authorities, so it is strongly suggested that Tenant secure all permits prior to fabrication and installation of any signs.
6. All signs to be installed by a licensed contractor.
7. All costs for maintenance of signs shall be Tenant's responsibility.
8. It shall be Tenant's responsibility to repair any damage to the Garage or the exterior portions of the Premises at Tenant's expense when installing or removing its signage.

EXHIBIT D

GUARANTY

THIS LEASE GUARANTY (this "Guaranty") is made as of June 3rd, 2025, by the undersigned, jointly and severally (collectively, the "Guarantor") in favor of THE CITY OF BRADENTON ("Landlord"), in connection with that certain Lease Agreement dated as of even date herewith (the "Lease") made between Landlord and PINK & NAVY, LLC, a Florida limited liability company, D/B/A Suellen's Studio ("Tenant"), with respect to property known as 263 12th Street West, Bradenton, Florida 34205.

For valuable consideration, the receipt of which is hereby acknowledged by Guarantor, and to induce Landlord to enter into the Lease with Tenant, which Guarantor acknowledges Landlord would not do but for this Guaranty, Guarantor, jointly and severally, agrees as follows:

1. Each Guarantor does hereby absolutely, unconditionally and irrevocably guarantee the prompt payment and performance of all obligations of Tenant under and pursuant to the Lease and all amendments, modifications, renewals, extensions, supplements, substitutions and replacements thereto, plus the amount of all costs and expenses, if any, of enforcement and collection under this Guaranty, including Landlord's reasonable legal fees (collectively, the "Obligations"). This Guaranty shall be an obligation for full and prompt payment and not merely of collection.

2. This Guaranty is absolute and unconditional and the obligations of Guarantor shall not be released, discharged, mitigated, impaired or affected by (i) any extension of time, indulgences or modifications which Landlord may extend to or make with Tenant in respect of the performance of any of the obligations of the Lease, (ii) any waiver by or failure of Landlord to enforce any of the terms, covenants, conditions, and provisions of the Lease, (iii) any assignment of, or sublease under, the Lease by Tenant or by any trustee, receiver or liquidator, (iv) any consent which Landlord may give to such assignment or sublease, (v) the amendment or modification of the Lease or the Obligations in any respect, (vi) the invalidity or unenforceability of any or all of the Obligations with respect to Tenant, (vii) the release or discharge by operation of law of Tenant from the payment, performance or discharge of any or all of the Obligations, or (viii) the release or discharge by operation of law of any other Guarantor from any or all of the obligations of such Guarantor under this Guaranty. No delay or failure on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof. No action or proceeding brought or instituted under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further defaults hereunder, or in the performance and observance of the terms, covenants, conditions and provisions of the Lease. This Guaranty shall in no event be impaired by any change which may arise by reason of the dissolution, liquidation or merger of Tenant.

3. Guarantor hereby expressly waives: (a) notice of acceptance of this Guaranty; (b) presentment and demand for payment of any of the Obligations; (c) protest and notice of dishonor or of default to Guarantor or any other party with respect to the Obligations; or (d) all other notices to which the Guarantor might otherwise be entitled, including, without limitation, any notice when the Landlord exercises rights against Tenant to accelerate the unpaid Obligations.

4. Without limiting the generality of the foregoing, the liability of Guarantor under this Guaranty shall not be waived, released or discharged, impaired or affected by reason of the release or discharge of Tenant in any receivership, bankruptcy, winding-up, insolvency or other creditors' proceeding or the rejection, disaffirmance or disclaimer of the Lease in any proceeding, and shall continue with respect to the periods prior thereto and thereafter for the entire term of the Lease. The liability of Guarantor shall not be affected by any repossession of the premises by Landlord.

5. Guarantor assumes the responsibility for being and remaining informed of the financial condition of Tenant and of all other circumstances bearing upon the risk of failure to pay, perform or discharge any of the Obligations, and Guarantor agrees that Landlord has no duty to advise Guarantor of information known to Landlord regarding such condition or any such circumstance.

6. Until all of Guarantor's obligations under this Guaranty have been performed and paid in full, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or performance by Guarantor under this Guaranty; (b) waive any right to enforce any remedy which it now or hereafter has against Tenant by reason of any payment or performance by Guarantor hereunder; and (c) subordinate any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease.

7. Guarantor shall, at any time and from time to time, upon ten (10) days' written request, execute, acknowledge and deliver to Landlord or its designee(s) any estoppel certificate required of Tenant under the Lease and/or a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating such modifications).

8. All of the terms, agreements and conditions of this Guaranty shall be binding upon Guarantor and respective heirs, executors, successors and legal representatives, and shall inure to the benefit of Landlord and its assigns. Whenever in this Guaranty reference is made to Tenant, such reference shall be deemed to also apply to successors and assigns of Tenant.

9. Guarantor hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive punitive, exemplary and consequential damages from Landlord in any claim, demand, action, suit, proceeding or cause of action relating to this Guaranty. If any provision of this Guaranty is held to be invalid or unenforceable, the validity or enforceability of the other provisions of this Guaranty shall not be affected. No modification of this Guaranty shall be effective unless the same be in writing and signed by Guarantor and Landlord. This Guaranty shall be irrevocable by Guarantor.

10. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida and venue for any proceeding arising hereunder shall lie with a court of competent jurisdiction sitting in Manatee County, Florida and each Guarantor hereby waives any defense, whether asserted by motion or pleading, that Manatee County is an improper or inconvenient venue. Each Guarantor hereby waives any and all rights to request a jury trial in any action, proceeding or counterclaim brought by the Landlord against the Guarantor (or any of them, if more than one) on any matter whatsoever arising out of or in any way connected with this Guaranty, and/or any claim of injury or damage.

11. Time shall be of the essence with respect to all of the provisions of this Guaranty.

12. This Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument. A counterpart executed by a party hereto and transmitted to the other party hereto via facsimile or electronic mail will have the same effect as the delivery of the original counterpart.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

Witness Signature

William Brinkworth

Print Witness Name

Name: Amy Fleece
2305 4th Street West
Palmetto, Florida 34221
Afleece1@icloud.com

STATE OF FLORIDA
COUNTY OF MANATEE

THE FOREGOING instrument was sworn to and subscribed before me (✓) by means of physical presence or ( ) online notarization, this 3rd day of June, 2025, by Amy Fleece, ☑ who is personally known to me or ☐ who produced _____ as identification and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed.

My commission expires:

Signature
NOTARY PUBLIC-STATE OF FLORIDA
Commission No. 12.5.28

Notary Public State of Florida
Corey J. Fortin
My Commission HH 594015
Expires 12/5/2028

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the April 30, 2025 City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the April 30, 2025 City Council Workshop

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the April 30, 2025 City Council workshop.

ATTACHMENTS:
4-30-2025 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
April 30, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, April 30, 2025.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Vice Mayor and Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Tim Geer, Fire Chief; Captain Brian Thiers, Police Department; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The workshop was called to order by Mayor Gene Brown at 8:31 a.m.

Citizen Comment: None

Discussion Topics:

c) Planning & Community Development: Building Permit Fees

Scott Williams, Building Official, explained that the City adopted building permit fees in 2013 and made minor revisions in 2018. He stated that for the first five years, the department was fiscally healthy; however, in the past three years, the City had to cover the deficit using funds from the General Fund. To operate without a deficit, he proposed a 20% increase in building permit fees.

Mr. Williams said if the increase was approved, the public and contractors would be notified, and he projected the fee increases would be implemented on July 1, 2025.

There was a discussion regarding using outside contractors for inspections and bringing the matter before Council at a regular meeting in the future.

a) City Administration: The Salvation Army/Homelessness

Amanda Ballard, Manatee County Commissioner for District 2, presented a video from the April 1, 2025, Manatee County Board of County Commissioners meeting. The video was a presentation from Dr. Robert Marbut regarding an assessment of the currently proposed homelessness services and recommended strategic action steps for Manatee County.

There was a discussion that included the location of services, working with surrounding governmental agencies, the limited hours of Turning Points, and funding sources for outreach.

Commissioner Ballard explained the services that programs like Under One Roof and Fresh Start Manatee offer to those in need.

Captain Brian Thiers with the Bradenton Police Department invited Sergeant Pilant to the podium to speak about the services offered by the Homeless Outreach Team (HOT). Sergeant Pilant explained the success of the program and announced that the day before, they assisted someone with enrollment in a program in Texas.

Jeff Burton, Community Redevelopment Agency (CRA) Executive Director, spoke about the CRA's role in future funding for projects and programs.

The meeting was recessed at 10:34 a.m. and reconvened at 10:43 a.m.

b) City Administration: Recycling

Lance Williams, Chief Operating Officer, provided a presentation regarding re-establishing the curbside recycling program which included:

- History of the Program
- Historical and Future Costs
- Current Situation of the Program
- Predicted Cost Breakdown
- Recommended Next Steps

Rob Perry, City Administrator, provided a statement of revenues and expenses related to all solid waste services.

There was a discussion that included providing the citizens with a survey to gauge their interest in re-establishing curbside recycling collection, improving yard waste collection, and funding the program with funds collected from commercial services instead of charging the citizens for the service.

Mayor Brown announced that Manatee County will start collection once a week on September 1, 2025, and suggested the City also move towards once-a-week collection.

Irvin Lee, the Director of Public Works and Utilities, presented on the modernization of the Solid Waste Department, which included optimizing routes and acquiring new equipment. He said currently, 14 trucks were in operation every day and repairs to vehicles and fuel were costly. He recommended that the City invest in automated side-loading trucks and redesign of the collection routes. He believed that the modernization would simplify the process for citizens and reduce fuel and maintenance expenses.

There was a discussion about the costs of the vehicles, the cost of new bins, and the processes of launching the new program.

The City Council Workshop adjourned at 12:36 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 14, 2025 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the May 14, 2025 City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 14, 2025 City Council meeting.

ATTACHMENTS:
5-14-2025 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

May 14, 2025
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, May 14, 2025.

Present: Councilwoman Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Vice Mayor and Councilman Ward III Josh Cramer; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

Mayor Gene Brown was excused.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Joe Wiesman, Assistant Police Chief; Brian Canaday, Assistant Fire Chief; Robin Singer, Planning and Community Development Director; Brany Colandrea, Public Works and Utilities Deputy Director; Nilsa Taylor, Administrative Services Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Councilwoman Jayne Kocher.

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

Vice Mayor Cramer called the meeting to order at 8:33 a.m.

PROCLAMATIONS:

a) Legislative: Public Works Week

Brandy Colandrea, Public Works and Utilities Deputy Director, accepted the proclamation and celebrated the hardworking professionals that help keep the City running smoothly.

In turn, Council thanked staff for all their hard work and dedication.

b) Legislative: Salvation Army Week

Monica Curruth and Emerson Chappelle accepted the proclamation and thanked Council on behalf of the Salvation Army and their Board of Directors.

PRESENTATIONS: None

CITIZEN COMMENTS:

Barbara Person-Tersingi, 13 Columbia Street, invited everyone to a sunrise service in Braden Castle Park at 8:00 a.m. on May 17, 2025. She then voiced her concerns about the proposed placement of the new bridge connecting Bradenton and Palmetto.

CONSENT AGENDA:

a) City Administration: First Amendment to Water Tank Lease Agreement with Cellco Partnership DBA Verizon Wireless - 1915 8th Avenue East
b) b) City Administration: Retail Lease Agreement - Metamorphic Events, LLC DBA Left Coast Sol
c) Clerk: Minutes from the April 9, 2025 City Council Meeting
d) Clerk: Minutes from the April 23, 2025 City Council Meeting
e) Event Review Committee: Bradenton Alive Halloween Celebration
f) Event Review Committee: Mattison's July 4th Parking Space Closure
g) Event Review Committee: Winter Wonderland
h) Legal: Bald Property Sidewalk Easement
i) Legislative: Keep Manatee Beautiful Adopt-A-Shore Marine Debris/Litter Removal Agreement
j) Legislative: Resolution 25-52 - Planning Commission Reappointment
k) Legislative: Resolution 25-53 - Tree and Land Preservation Board Reappointment
l) Purchasing: Agreement IFB 25-005NT with Spectrum Underground, Inc.
m) Purchasing: Agreement PB-25-017NT with McCain Sales of Florida, Inc.
n) Purchasing: Piggyback Agreement PB-25-015MK with GARLAND/DBS, Inc.
o) Purchasing: Second Contract Extension of Agreement IFB-21-01MK with J&M Materials of Riverview, Inc.

MOTION TO APPROVE THE CONSENT AGENDA WITH THE UNDERSTANDING THAT THE MAP REFERENCED IN ITEM I WOULD BE INCLUDED WITH THE CONTRACT was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

Tamara Melton, City Clerk, administered the oath to anyone that wished to speak during the following public hearings.

a) Planning & Community Development: **Quasi-Judicial:** Resolution 25-40 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-25-0004 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 1166 3RD AVENUE WEST, BRADENTON, FLORIDA (PARCEL ID NO 3294300003), IN THE T6 URBAN CORE TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, explained that the owner of Orange Blossom Coffee submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 1166 3rd Avenue West.

"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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

Planning Commission met on April 16, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-40, Case PLN-SUP-25-0004 with the following stipulations:

a) *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*

b) *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating or tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
c) *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
d) *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
e) *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Melissa Lilly, Owner of Orange Blossom Coffee, explained that alcoholic beverage sales equaled about 1% of their revenue and the outside seating would be stored inside overnight.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

MOTION TO APPROVE RESOLUTION 25-40 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Vice Mayor Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

b) Planning & Community Development: **Quasi-Judicial:** Resolution 25-41 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0008 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 450 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318700006), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong explained that the owner of the Loaded Bar Barrel Tavern submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 450 12th Street West. He said the applicant asked for permission to leave the outdoor seating stacked and locked up overnight when the business was closed.

"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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

Planning Commission met on April 16, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-41, Case PLN-SUP-24-0008 with the following stipulations:

a) *The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*
b) *Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*
c) *No more than 3-tables may remain on the sidewalk when the business is closed. The tables shall be placed adjacent to the building unit and locked with a cable lock.*

d) *Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.*
e) *The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.*
f) *Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.*
g) *Any future increase in seating for the sidewalk café area shall be approved by City Council."*

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

MOTION TO APPROVE RESOLUTION 25-41 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Vice Mayor Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

c) Planning & Community Development: **Quasi-Judicial:** Resolution 25-38 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-25-0007 TO PERMIT A CLUB (EVENT CENTER) FOR PROPERTY LOCATED AT 1710 MANATEE AVENUE EAST, BRADENTON, FLORIDA (PARCEL ID NO 1270500000), IN THE T4-O GENERAL URBAN OPEN TRANSECT DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. DeLong announced the owners of the property located at 1710 Manatee Avenue East submitted a Special Use Permit application to allow for a club or event center to be located at the subject property. He noted that the use as a club or event center was operating at the subject location without proper reviews or approvals from the City. He added that the Code Enforcement Department had an open code violation on the property for an event center operating without permits. Mr. Delong concluded that on January 7, 2025, the special magistrate found the property in violation and gave 180 days to bring it into compliance.

Paul Grievous, with Grivas Law Group, P.A., and Horace Jackson, authorized agent for the applicant, addressed concerns that Mr. DeLong noted and said the applicant made every effort to comply with City Code since 2021. Attorney Grievous said the applicant had emails from City staff confirming that private events did not require permitting. Mr. Jackson confirmed that there was an incident in February 2024, and Code Enforcement staff confirmed that private events did not require a permit.

Attorney Grievous voiced his concerns about the lack of resources for event centers in Ward 5, and he felt they were providing a necessary resource to the underserved community. He said the incident in question was a private event for the applicant's birthday.

Mr. Jackson announced the incident stemmed from a complaint, which became a violation. He said the violation was for holding events for compensation; however, the event in question was a private birthday party for the homeowner.

Mr. Jackson said there were incidents in the past related to parking, but the issues were resolved by installing signage and temporary fencing. He said in reference to Stipulation H, fencing or hedging would be installed. Mr. Jackson spoke about the charitable community events held in the center and said the operating hours would be from 8:00 a.m. to 10:00 p.m. Monday through Thursday and 8:00

a.m. to 11:00 p.m. on Friday and Saturday. He concluded that if the request was approved for commercial use, the property would no longer be used as a live-and-work unit.

"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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.*

The Planning Commission met on April 16, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-38, Case PLN-SUP-25-0007 with the following stipulations:

a) *All events related to the Club/Event Center shall occur between the hours of 8am and 10pm on Sunday through Thursday and between 8am and 11pm on Friday and Saturday.*
b) *All ADA designated parking spaces shall meet Florida Building Code Section 502 (Parking Spaces).*
c) *A Change of Occupancy permit must be approved, work completed, and final inspections approved prior to using the interior space for events. The permit must include intended use, occupancy, life safety plan, and required documents as listed in Florida Building Code Chapter 10, Sections 1001 – 1012.*
d) *The Club/Event Center use shall be limited to a maximum of 42 guests unless the Applicant has in place an off-site parking agreement in a form acceptable to the City which provides for parking to accommodate additional attendees and has provided the City with a copy of the same. Additional attendees shall be limited to three for every off-site parking space provided, up to a maximum of 97 attendees or a number determined by the City of Bradenton Building Official and Fire Marshal based on building capacity, whichever is less.*
e) *Obtain Site Improvement Permit (SIP) prior to obtaining any Building permits.*
f) *Provide a tree survey with existing tree count, including type and condition. Also provide a tree plan that shows preserved existing trees as well as proposed plantings.*
g) *Any food service areas must comply with Building, Fire and Health Codes.*
h) *A fence or hedge must be installed along the south, east and west property lines to define property lines and onsite parking areas."*

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

There was a discussion regarding revising the stipulations in Resolution 25-38 and Councilwoman Barnebey voiced concerns regarding the applicant operating the business prior to approval from the City.

MOTION TO APPROVE RESOLUTION 25-38 WITH THE UNDERSTANDING THAT STIPULATION D WOULD BE AMENDED TO READ "THE CLUB/EVENT CENTER USE SHALL BE LIMITED TO A MAXIMUM OF 42 GUESTS." AND STIPULATION I WOULD BE AMENDED TO READ "ONCE THE CHANGE OF OCCUPANCY IS ISSUED FOR THE CLUB/EVENT CENTER, THE PROPERTY SHALL NO LONGER BE USED FOR RESIDENTIAL OCCUPANCY." was made by Councilwoman Coachman and seconded by Councilwoman Kocher.

The applicant agreed to the amended stipulations and the motion passed 4-1. Councilwoman Barnebey voted no.

d) Planning & Community Development: Resolution 25-55 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, SETTING THE PUBLIC HEARINGS FOR ORDINANCE 4059 ADOPTING TEXT AMENDMENT PETITION PLN-TXT-25-0001, TO BE HELD AS PART OF THE REGULAR CITY COUNCIL MEETINGS COMMENCING AT 8:30 A.M.; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

MOTION TO APPROVE RESOLUTION 25-55 was made by Councilwoman Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

e) Planning & Community Development: ORDINANCE 4059 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON'S LAND USE REGULATIONS, CHAPTER 3, DISTRICT REGULATIONS, SECTION 3.2, STANDARD LAND USE ATLAS DISTRICT REGULATIONS, SCHEDULE 3.2.1.2 PERMITTED AND SPECIAL USES MIXED-USE AND NON-RESIDENTIAL LAND USE ATLAS DISTRICTS, TO ADD DOCKS AND PIERS AS A PERMITTED OR SPECIAL USE IN THE URBAN VILLAGE ZONING DISTRICT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

The second reading and public hearing were scheduled for the May 28, 2025, City Council meeting.

f) City Administration: ORDINANCE 4060 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 62, ARTICLE IV OF THE CODE OF ORDINANCES TO PROVIDE FOR OVERNIGHT MOORING OF AUTHORIZED VESSELS AT THE PUBLIC DAY DOCK LOCATED AT RIVERWALK PARK; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing were scheduled for the May 28, 2025, City Council meeting.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

a) Emergency procurement Report

Lance Williams, Chief Operating Officer, explained that there were three emergency purchases since the April 23, 2025, City Council meeting. He said the purchases were for a storm pipe repair at Village Green, disc filters that would be installed at the Wastewater Treatment Plant, and the last purchase was for copper sulfate.

UNFINISHED BUSINESS: None

COUNCIL REPORTS:

Councilwoman Kocher said she would like to revisit the permitting process for keeping chickens.

Councilwoman Barnebey announced that the Peace Officers Memorial Day event would be held on May 15, 2025, at 9:00 a.m. at the Courthouse. She was proud to add that on May 17, 2025, the City of Bradenton will be celebrating its 122nd birthday during the Bradenton Public Market.

Vice Mayor Cramer congratulated the graduates and praised the Kiwanis Family Festival that took place at LECOM Park on May 10, 2025.

Councilwoman Gonzalez Moore was receptive to discussing the permitting process for keeping chickens and then requested more consistency on agenda item cover pages as to whether legal had reviewed and specific funding sources.

Councilwoman Coachman also was receptive to reviewing the permitting process for keeping chickens and agreed that she would prefer more details on the cover pages for agenda items.

DEPARTMENT HEAD REPORTS:

Rob Perry, City Administrator, announced that the Tampa Bay Regional Planning Council had nominated the City for an award. He said the Future of the Region Awards luncheon would be held on May 16, 2025, and the nomination was for an award for on-demand municipal integrated emergency management and supporting our regional neighbors in times of disaster.

Brian Canaday, Assistant Fire Chief, announced that Chief Geer and the Apparatus Spec Committee would visit Wisconsin to give a final inspection of the ladder truck that was purchased a few years ago. He anticipated that the truck would be delivered in June.

Joseph Wiesman, Assistant Police Chief, also spoke about the Peace Officers Memorial Day event and then announced that a contingency of officers attended the Law Enforcement United Road to Hope Tour. He said they rode 250 miles to raise money for families of officers that passed away in the line of duty. Councilwoman Barnebey requested that those officers attend a future City Council meeting so that they could thank them.

The meeting was adjourned by Mayor Gene Brown at 11:18 a.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-54 - Planning Commission Appointment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Darin Autrey to the Planning Commission and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 25-54.

ATTACHMENTS:
Resolution 25-54

RESOLUTION NUMBER 25-54

A RESOLUTION APPOINTING **DARIN AUTREY** 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:

DARIN AUTREY for a term to expire June 2029.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 11th day of June, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of the FY 2025-2026 High Intensity Drug Trafficking Area (HIDTA) Grant Award

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the 2025-2026 HIDTA grant of $98,000. HIDTA funds are used to support narcotic interdiction through the disruption of drug production and trafficking. Funds are used for equipment and enhanced enforcement activities. This award is from the Office of National Drug Control Policy.

FINANCIAL IMPACT:
Receipt of grant funds of $98,000.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Legal Advisor Paul Driscoll.

SUGGESTED MOTION:
Motion to approve the acceptance of the 2025-2026 HIDTA grant of $98,000.

ATTACHMENTS:
HIDTA Grant

Office of National Drug Control Policy

Notice of Award

Award# HID0325G0531-00
FAIN# HID0325G0531
Federal Award Date: 05/23/2025

Recipient Information

1. Recipient Name
CITY OF BRADENTON
101 12th St W
Bradenton, FL 34205-7865

2. Congressional District of Recipient
16

3. Payment System Identifier (ID)
59-6000283

4. Employer Identification Number (EIN)
596000283

5. Data Universal Numbering System (DUNS)

6. Recipient's Unique Entity Identifier (UEI)
P3FLJ98L86V8

7. Project Director or Principal Investigator
Sandra Orsino
Administrative & Fiscal Supervisor
sandra.orsino@bradentonpd.com
941-932-9362

8. Authorized Official
Mr. Jeremy S Giddens
Grant Administrator
Jeremy.Giddens@bradentonpd.com
941-932-9350

Federal Agency Information
Office of National Drug Control Policy (ONDCP)

9. Awarding Agency Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

10.Program Official Contact Information
Shannon L. Kelly
Assistant Director
Shannon_L._Kelly@ondcp.eop.gov
202-841-5240

Federal Award Information

11. Award Number
HID0325G0531-00

12. Unique Federal Award Identification Number (FAIN)
HID0325G0531

13. Statutory Authority
P.L. 119-4

14. Federal Award Project Title
High Intensity Drug Trafficking Areas (HIDTA) Program Fiscal Year (FY) 2025 Grant Award

15. Assistance Listing Number
95.001

16. Assistance Listing Program Title
High Intensity Drug Trafficking Areas

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2025 **- End Date** 12/31/2026	
20.	**Total Amount of Federal Funds Obligated by this Action**	$98,000.00
	20a. Direct Cost Amount	$98,000.00
	20b. Indirect Cost Amount	$0.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$98,000.00
26.	**Period of Performance Start Date** 01/01/2025 **- End Date** 12/31/2026	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$98,000.00

28. Authorized Treatment of Program Income

29. Grants Management Officer – Signature
Lisa Newton
Grants Management Specialist

30. Remarks

New Award

The funding amount in Box 33 may not necessarily reflects the budget breakout by object class. Refer to the attached budget reports for details.

Office of National Drug Control Policy

Notice of Award

Award# HID0325G0531-00
FAIN# HID0325G0531
Federal Award Date: 05/23/2025

Recipient Information

Recipient Name
CITY OF BRADENTON
101 12th St W
Bradenton, FL 34205-7865

Congressional District of Recipient
16

Payment Account Number and Type
59-6000283

Employer Identification Number (EIN) Data
596000283

Universal Numbering System (DUNS)

Recipient's Unique Entity Identifier (UEI)
P3FLJ98L86V8

31. Assistance Type
Project Grant

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$0.00
b. Fringe Benefits	$0.00
c. Total Personnel Costs	$0.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$98,000.00
i. Contractual	$0.00
j. TOTAL DIRECT COSTS	$98,000.00
k. INDIRECT COSTS	$0.00
l. TOTAL APPROVED BUDGET	$98,000.00
m. Federal Share	$98,000.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
FY 2025 HIDTA	HID0325G0531	HID	410001	95.001	$98,000.00	011202520261070000

35. Terms And Conditions

Terms and Conditions

1. A. GENERAL TERMS AND CONDITIONS

(1) This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R.§3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200. For specific, award- related questions, recipients should contact ONDCP promptly for clarification.

(2) This award is subject to the following additional regulations and requirements:

- 28 C.F.R. § 69 – "New Restrictions on Lobbying"
- 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
- Conflict of Interest and Mandatory Disclosure Requirements
- Non-profit Certifications (when applicable)

(3) Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the recipient's audited fiscal year to The Federal Audit Clearinghouse (fac.gov)

(4) Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management Services (HHS/PMS). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

(5) The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

(6) Recipients are not agents of ONDCP. Accordingly, the recipient, its fiscal agent(s), employees, contractors, as well as state, local, and federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

(7) These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at the ONDCP website.

(8) Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

(9) Conflict of Interest and Mandatory Disclosures

Conflict of Interest Requirements

As a recipient entity, you must follow ONDCP's conflict of interest policies for federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer;

recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

As a recipient entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the recipient entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.

If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

Mandatory Disclosure Requirement

As a recipient entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Recipient entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings, including the terms and conditions outlined in 2 C.F.R part 200, Subpart F, Appendix XII, to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. § 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

(10) Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant recipient information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

(11) Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

(12) Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. § 180, dealing with all sub-awards and contracts issued under the grant.

(13) As specified in 2 C.F.R. § 200.303 Internal Controls, recipient must:

- Establish and maintain effective internal controls over the federal award that provides reasonable assurance that federal award funds are managed in compliance with federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- Comply with federal statutes, regulations, and the terms and conditions of the federal awards.
- Evaluate and monitor the recipient entity's compliance with statute, regulations, and the terms and conditions of the federal award.
- Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the recipient entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

(14) Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216.

(15) Recipients should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

(16) When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all recipients receiving federal funds shall clearly state—

- the percentage of the total costs of the program or project which will be financed with federal money;
- the dollar amount of federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

B. RECIPIENT INTEGRITY AND PERFORMANCE MATTERS

Reporting of Matters Related to Recipient Integrity and Performance

(1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and

performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. See 2 C.F.R. Part 200, Appendix XII.

(2) Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal Government;
2. Reached its final disposition during the most recent 5-year period; and
3. Is one of the following:

- A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
- An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
- Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

(4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(5) Definitions

For purposes of this award term and condition:

(a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level, but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(b) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. PAYMENT BASIS

(1) A request for advance or reimbursement shall be made using the HHS/PMS system (https://pms.psc.gov/).

(2) The recipient, must utilize the object classes specified within the initial budget/grant application each time they submit a disbursement request to ONDCP. Requests for payment in the PMS system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

(3) Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. § 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. §§ 5301 — 5423) awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/PMS using the remittance instructions provided below.

Remittance Instructions – Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds.

Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as instructed in https://pms.psc.gov/grant-recipients/returning-funds-interest.html.

(4) The recipient or subrecipient may keep interest amounts up to $500 per year for administrative purposes.

Program Specific Requirements

1. D. PROGRAM SPECIFIC TERMS AND CONDITIONS

The grant conditions are as follows:

- This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 et seq. and in the ONDCP National HIDTA Program Office HIDTA Program Policy and Budget Guidance (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities ACT (21U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/PDF/Program_Policy_and_Budget_Guidance2021.pdf

In addition, as a condition for receiving this award, recipients must complete safe and respectful workplace trainings as outlined in the PPBG.

- Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. §200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

E. FEDERAL AWARD PERFORMANCE GOALS

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

AWARD ATTACHMENTS

CITY OF BRADENTON HID0325G0531-00

1. Initiative Cash by HIDTA

Initiative Cash by HIDTA

FY 2025

HID25000228

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type
Central Florida	CITY OF BRADENTON	Gulf Coast Task Force	$98,000.00	Investigation
	Agency Total: CITY OF BRADENTON		$98,000.00	

Budget Detail

2025 - Central Florida

Initiative - Gulf Coast Task Force — Investigation

Award Recipient - CITY OF BRADENTON (HID25000228)

Resource Recipient - CITY OF BRADENTON

Awarded Budget (as approved by ONDCP)		*$98,000.00*
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	11	$50,600.00
Total Overtime		**$50,600.00**
Services	**Quantity**	**Amount**
Communications - data lines		$1,200.00
Vehicle lease - passenger	3	$16,200.00
Total Services		**$17,400.00**
Other	**Quantity**	**Amount**
PE/PI/PS	0	$30,000.00
Total Other		**$30,000.00**
Total Budget		**$98,000.00**

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA25-06

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment submitted (BA 25-26) to assign budget lines for the 25-26 High Intensity Drug Trafficking Areas (HIDTA) grant program.

Increases:

Over Time $28,903
FICA $3,871
Pension $15,650
Workers Comp. $2,176
Communications $1,200
Rental and Leases $16,200
Investigations $30,000

Total: $98,000

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA25-06.

ATTACHMENTS:
Budget Adjustment 25-06

RESOLUTION NUMBER BA25-06

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2024-2025 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of adding income and expense for the 2025 High Intensity Drug Trafficking Areas (HIDTA) Grant

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective 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 11TH DAY OF JUNE 2025.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Clerk Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Melanie Bevin

For: Bradenton Police Department

Date: 6/11/25

Budget Adjustment #: BA 25-06

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: To assign budget lines to the 25-26 High Intensity Drug Trafficking Areas (HIDTA) Grant program.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00152180-514000-HID25
Line item description: Overtime

Increase (in $) :28,903. Decrease (in $):

Account Number: 00152180-521000-HID25
Line item description: City Fica

Increase (in $): 3,871. Decrease (in $):

Account Number: 00152180-522100-HID25
Line item description: City Pension

Increase (in $): 15,650. Decrease (in $):

Account Number: 00152180-524000-HID25
Line item description: Worker's Comp.

Increase (in $): 2,176. Decrease (in $):

Account Number: 00152180-541000-HID25
Line item description: Communications

Increase (in $): 1,200. Decrease (in $):

Account Number: 00152180-544200-HID25
Line item description: Rental & Leases

Increase (in $): 16,200. Decrease (in $):

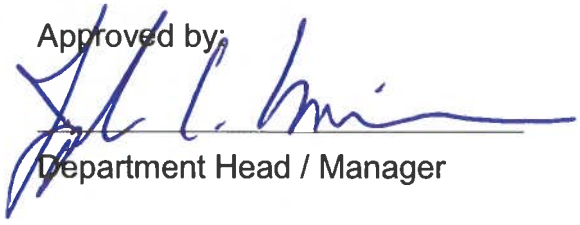
Account Number: 00152180-549600-HID25
Line item description: Investigative

Increase (in $): 30,000. Decrease (in $):

Account Number: 00104-331200-HID25
Line item description: HIDTA 25 Revenue

Increase (in $): 98,000 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expenditure Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request for community funds totaling $4,000 from forfeiture funds. Funds will be used to support community programs and outreach.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Forfeiture Funds expenditure.

ATTACHMENTS:
Forfeiture Funds Expenditure Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

DATE: May 21, 2025

TO: Melanie Bevan, Ed.D
Chief of Police

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

SUBJECT: Forfeiture Funds Expenditure Request

This request is for the expenditure of Forfeiture Funds in the amount of $4,000. These funds will enhance our community partnership programs, outreach initiatives, events, and community support efforts. By identifying specific needs, the Bradenton Police Department will be better equipped to provide assistance through these funds.

Our objective is to utilize this funding to support programs that address the needs of our residents, department, build community partnerships, support youth initiatives, and assist those with unmet needs. This outreach program aligns with our commitment to community policing and engagement, which are core values of the Bradenton Police Department. The funds will enable us to strengthen relationships with our stakeholders.

APPROVED	DISAPPROVED	ACK	DATE	NAME	TITLE
(X)	( )	( )			
( )	( )	( )			

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Expenditure Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval to purchase medical supplies and evacuation equipment totaling approximately $7,100.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the opioid expenditure to purchase medical supplies and evacuation equipment totaling approximately $7,100.

ATTACHMENTS:
Opioid Expenditure Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: May 21, 2025

To: Melanie Bevan, Ed.D
Chief of Police

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

Subject: Opioid Settlement Expenditure

Illegal narcotics plague our community, specifically fentanyl-related cases. In 2024, the agency investigated 107 overdoses, with six resulting in death. While this represents a decline from 2023, overdoses and deaths continue to remain a challenge for our community. So far, in 2025, we have responded to and investigated 15 overdoses and two deaths related to opioid misuse. These overdoses and deaths significantly impact our community and leave a void that can never be filled. With this data, the agency seeks funding from the Opioid Settlement to purchase medical supplies and evacuation equipment, specifically the sked stretcher systems and trauma supplies. This equipment and supplies will enhance our ability to respond to opioid overdoses and medical calls.

Cost Estimates

Stretcher System	$ 2,800
Trauma Supplies	$ 4,300
Total:	**$ 7,100**

For reference, the current fund balance is $ 35,301.18.



NORTH AMERICAN RESCUE®

www.NARescue.com • 888.689.6277

QUOTE
Q04281

Quote Date: 05/01/2025

35 Tedwall Court Greer SC 29650
Phone: (864) 675-9800
Fax: (864) 675-9880

QUOTE

BILL TO: 13696

CITY OF BRADENTON
SANDRA ORSINO
100 10TH ST W
BRADENTON, FL 34205-8634

SHIP TO: **PO #:** WILLIAMS5125

BRADENTON POLICE DEPT
Kevin Williams
100 10TH ST W
BRADENTON, FL 34205-8634
P: (941) 932-9300
F: (941) 932-9393

Entered By: Shavonte Wade *swade@narescue.com*

Date/Time Printed: 05/01/25 13:19

Contact Name	Contact Phone	Contact Email
Kevin Williams		kevin.williams@bradentonpd.com

Shipping Method	FOB Type	Payment Terms	Master #	Exp. Date
970-BESTWAY	ORIGIN	NET 30	927782	05/31/2025

Quantity	UOM	Item Number	Item Description	Item Weight	Ext. Weight	Unit Price	Extended Price
50	EA	30-0109	HEMOSTATIC BANDAGE, COMBAT GAUZE w' Z-FOLD - LE	0.05	2.50	$34.48	$1,724.00
50	EA	10-0037	DRESSING, CHEST SEAL - HYFIN (VENTED) TWIN PACK	0.16	8.00	$12.08	$604.00
50	EA	30-0023	TOURNIQUET, COMBAT APPLICATION - ORG	0.21	10.50	$23.98	$1,199.00
50	EA	30-0179	DRESSING, RESPONDER EMERGENCY TRAUMA - 4" MINI	0.14	7.00	$4.98	$249.00
150	EA	ZZ-1019	SHEARS, RESPONDER TRAUMA - LRG (7-1/4") - BLK/SIL	0.12	18.00	$3.28	$492.00

Payment Remittance:			Subtotal	$4,268.00
North American Rescue, LLC PO Box 360320 Pittsburgh, PA 15251-6320	North American Rescue, LLC Routing #: 043000261 Account #: 9089953 SWIFT #: IRVTUS3N	NAR TAX ID: 27-1024029 NAR DUNS: 832426782 CAGE CODE: 06ST7 Please visit us at www.narescue.com	Discount	$0.00
			Freight	$25.00
			Tax	$0.00
			Total	**$4,293.00**

Subject to NAR's Terms & Conditions. For details, please visit: https://www.narescue.com/legal/terms-and-conditions.

The ARMOR product is controlled by the Export Administration Regulations (EAR). It may not be exported, sold, transferred, transported, or shipped outside of the U.S., either in its original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as authorized by U.S. law and regulations.

The sale or export, whether directly or indirectly, to the Russian Federation or Belarus, or for use by either, is strictly prohibited.

PO Box 803 P:706-764-1437
LaFayette, GA F:706-764-1531
30728-0803

Sales Quote

Customer ID 114296
Sales Quote Number: SQ008267
Sales Quote Date: 4/30/2025
Expiration Date: 5/30/2025

Sell To: BRADENTON POLICE DEPARTMENT
KEVIN WILLIAMS
100 10TH ST W
BRADENTON, FL 34205
USA

Ship To: BRADENTON POLICE DEPARTMENT
KEVIN WILLIAMS
100 10TH ST W
BRADENTON, FL 34205
USA

Tax Ident. Type Legal Entity

SalesPerson

Ship Via

Terms Credit Card

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SK200COR	Skedco Sked Stretcher System w/ Cobra Buckles-Org **ONE-TIME ADDITIONAL DISCOUNT APPROVED FOR MOQ 4 UNITS	Each	4	687.78	2,751.12

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 2,751.12

Subtotal:	**2751.12**
Invoice Discount:	0.00
Tax:	0.00
Total:	**2,751.12**

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Brandy Colandrea, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: State Highway Lighting Maintenance and Compensation Agreement Work Order for Contract ASH57

SUGGESTED ACTION:

Staff recommends approval of the maintenance and compensation agreement with the Florida Department of Transportation (FDOT) under Contract No. ASH57 for Financial Project No. 413550-1-78-02, totaling $182,642.25. This agreement ensures continued maintenance of 525 state-owned streetlights from July 1, 2025, through June 30, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

This agreement renews the maintenance and compensation contract between the City of Bradenton and the Florida Department of Transportation (FDOT). Under Contract No. ASH57, the City will maintain 525 state-owned streetlights as part of Financial Project No. 413550-1-78-02, with a total compensation of $182,642.25. The agreement will be in effect from July 1, 2025, through June 30, 2026, ensuring continued upkeep of essential roadway lighting infrastructure.

FINANCIAL IMPACT:

The compensation of $182,642.25 will be allocated to the operating budget of the Electrical Maintenance Division under the General Fund (001), Division (51940), Street Lights/Utility Services (543400). This funding supports the continued maintenance of state-owned streetlights, ensuring reliable roadway lighting and infrastructure upkeep.

ATTORNEY REVIEW/RECOMMENDATION:
The agreement was reviewed by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve the State Highway Lighting Maintenance and Compensation Agreement Work Order.

ATTACHMENTS:
Agreement ASH57 Work Order

STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT
WORK ORDER

Contract Number: **ASH57**
Maintaining Agency: **City of Bradenton**
Financial Project No: **413550-1-78-02**
Fiscal Year: **2025-2026**

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **25/26** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on **May 15, 2020**.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year starting July 1, 2025, and ending June 30, 2026, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **$182,642.25**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for the services. The effective date will be the date of the final signature by the Department.

MAINTAINING AGENCY

BY: (signature): _____ Date: _____

Printed Name: _____ Title: _____

Attest: _____ Approved as to form: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name _____

Printed Title _____

EXHIBIT A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2025-2026

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. INVENTORY SPREADSHEET ATTACHED
2. _____
3. _____
4. _____
5. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $327.92 in fiscal year 2023-2024 shall increase to $337.76 in fiscal year 2024-2025.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 100%. Example: 1432 (lights) x $327.92 (unit rate) x 100% = $469,581.44

Type of Light	# of lights	LED or HPS	Unit rate	100%	Total
High Mast		HPS			
Standard		HPS			
Underdeck		HPS			
Sign		HPS			
High Mast		LED			
Standard	525	LED	$347.89	100.00	$182,642.25
Underdeck		LED			
Sign		LED			

Highway Lighting Maintenance and Compensation Agreement Inventory
EXHIBIT 'A' ATTACHMENT

Agency Name: **CITY OF BRADENTON**

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	LED or HPS
SR 64	MANATEE	51st ST E	77th ST W	362	STANDARD	LED
(301) 1st ST W	MANATEE	Northside Desoto Bridge	30th ST W	23	STANDARD	LED
(301) 1st ST W	MANATEE	Northside Desoto Bridge	30th ST W	50	STANDARD	LED
(BUS 41) 14th ST W	MANATEE	26th AVE W	Southside of Green Bridge	71	STANDARD	LED
ROUND ABOUT	MANATEE	15th ST E	9th AVE E	19	STANDARD	LED
			TOTAL # OF LIGHTS BEING MAINTAINED:	**525**		

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-22-033NT with Atlantic Pipe Services, Inc.

SUGGESTED ACTION: Approve agreement for the Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Atlantic Pipe Services, LLC ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish sanitary sewer line and manhole rehabilitation services. This Contract is in accordance with the specifications per Agreement No. 2024-083-A between City of Gainesville, Florida d/b/a Gainesville Regional Utilities and the Contractor, for the provision of sanitary sewer line and manhole rehabilitation services, including all amendments thereto, Invitation to Bid ("ITB") No. 2024-083, and Contractor's Response to ITB No. 2024-083 (collectively, the "Contract Documents") attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through October 1st, 2027.

FINANCIAL IMPACT:
Funds are coming from (40859000-563000-25502 – water sewer enterprise fund and 30358200-563000-22806 – ARPA) accounts.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-25-033NT with Atlantic Pipe Services, Inc.

ATTACHMENTS:
Agreement PB-22-033NT with Atlantic Pipe Services, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-033NT BETWEEN THE CITY OF BRADENTON AND ATLANTIC PIPE SERVICES, LLC

Atlantic Pipe Services, LLC ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish sanitary sewer line and manhole rehabilitation services. This Contract is in accordance with the specifications per Agreement No. 2024-083-A between City of Gainesville, Florida d/b/a Gainesville Regional Utilities and the Contractor, for the provision of sanitary sewer line and manhole rehabilitation services, including all amendments thereto, Invitation to Bid ("ITB") No. 2024-083, and Contractor's Response to ITB No. 2024-083 (collectively, the "Contract Documents") attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through October 1st, 2027, with the following modifications:

1. All references to "City of Gainesville d/b/a Gainesville Regional Utilities" and "GRU" shall be replaced with "City of Bradenton" and "City".

2. Section 1.4 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

   Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

   To Customer: City of Bradenton
   Attn: Purchasing
   101 Old Main Street
   Bradenton, Florida 34205

   With a copy to: Blalock Walters, P.A
   Attn: Scott E. Rudacille, Esquire

802 11th Street West

Bradenton, Florida 34205

srudacille@blalockwalters.com

To Contractor: Atlantic Pipe Services, LLC.

Attn: Allan Cagle, President

1420 Martin Luther King Jr. Blvd

Sanford, FL 32771

Email: acagle@atlanticpipe.us

Section 1.5 (a) of the General Terms and Conditions shall be modified to reflect that Contractor shall mail itemized invoice(s) to the City of Bradenton at 101 Old Main Street, Bradenton, Florida 34205.

3. Section 1.5(c) of the General Terms and Conditions shall be modified to reflect that City shall remit payment for Contractor's approved invoices in accordance with Florida's Prompt Payment Act.

4. Section 1.7 of the General Terms and Conditions shall be modified to reflect that venue for any legal proceedings arising out of the Agreement shall be in Manatee County, Florida.

5. Section 1.8 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

   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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. 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 Agreement. 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 Agreement. If Contractor 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. Section 1.19 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

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 Contract Term and following completion of the Contract if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

7. Section 1.29 of the Supplemental Conditions shall be deleted in its entirety and replaced with the following:

Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

8. Section 1.31 of the Supplemental Conditions shall be modified to reflect that the venue for mediation and any subsequent litigation shall be in Manatee County, Florida.

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.

Allan Cagle
Allan Cagle, President
Atlantic Pipe Services, LLC

6/4/2025
Date

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones
Erin Jones CPPB NIGP-CPP, Purchasing Manager
City of Bradenton

06/04/2025
Date

CONTRACT BETWEEN THE CITY OF GAINESVILLE, d/b/a GAINESVILLE REGIONAL UTILITIES, AND ATLANTIC PIPE SERVICES, LLC. FOR SANITARY SEWER LINE & MANHOLE REHABILITATION SERVICES

THIS CONTRACT is made and entered into with an effective date of November 1, 2024, by and between the CITY OF GAINESVILLE, a Florida municipal corporation d/b/a GAINESVILLE REGIONAL UTILITIES ("GRU"), with offices located at 301 S.E. 4th Avenue, Gainesville, Florida 32601, and ATLANTIC PIPE SERVICES, LLC, a Florida limited liability company ("CONTRACTOR"), with its principal place of business at 1420 Martin Luther King Jr. Blvd., Sanford, FL 32771, individually referred to as "Party" or collectively as "Parties."

WHEREAS, GRU requires Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU issued a Solicitation on August 8, 2024 for Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, CONTRACTOR submitted a Response dated August 30, 2024 to provide Sanitary Sewer Line & Manhole Rehabilitation Services; and

WHEREAS, GRU desires to enter into a Contract for the services described herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree to the following:

1. The CONTRACTOR shall provide Sanitary Sewer Line & Manhole Rehabilitation Services as detailed in the Technical Specifications (ATTACHMENT 2) in accordance with the General Terms and Conditions, and Supplemental Conditions.

2. GRU shall pay the CONTRACTOR for the faithful performance of this Contract according to the unit pricing set forth in schedule attached hereto (ATTACHMENT 1) on individual line items on an as needed basis. Adjustments to price may be requested by the CONTRACTOR at least sixty (60) calendar days prior to the anniversary date of this Contract each year. Any negotiated price changes shall become effective on the anniversary date of that calendar year. CONTRACTOR shall provide documentation for any such price increase and the price increase percentage shall not exceed the Producer's Price Index (PPI) for the product during the previous twelve calendar months as published by the U.S. Department of Labor, Bureau of Labor Statistics.

3. The term of this Contract shall commence upon execution and terminate on October 1, 2027. This Contract may be extended for two (2) 1-year extensions, upon mutual agreement of the Parties. Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new solicitation.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

ATLANTIC PIPE SERVICES, LLC

BY: Allan Cagle
Allan Cagle (Nov 1, 2024 09:53 EDT)
Allan Cagle
President

Date: 11/01/2024

CITY OF GAINESVILLE d/b/a GAINESVILLE REGIONAL UTILITIES

BY: Thomas Brown
Thomas Brown (Oct 24, 2024 08:52 EDT)
Thomas Brown
Chief Operating Officer

Date: 10/24/2024

By: Debbie Daugherty
Debbie Daugherty (Oct 22, 2024 12:11 EDT)
Debbie Daugherty
Water Wastewater Officer

Date: 10/22/2024

Approved as to Form and Legality:

David C. Schwartz
David C. Schwartz (Oct 22, 2024 09:08 EDT)
David Schwartz
Assistant City Attorney

Date: 10/22/2024

Procurement Representative:
Prepared By: Annie Velez
Procurement Specialist III

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

- Agreement: A written Contract between two or more Parties ["GRU" and "Contractor"]. "Contract" and "Agreement" are synonymous.
- Deliverable: The completion of a milestone or the accomplishment of a task associated with the Work.
- Free on Board (FOB) Destination: The Contractor is responsible for delivery of materials to a specified delivery point. The risks of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- Specification: A description of the physical or functional characteristics of goods or services as defined in the Solicitation.
- Work: Activity involving effort done in order to achieve a purpose or result requested in the scope.

1.2. COMPLIANCE WITH REFERENCED SPECIFICATIONS

All Work, materials, systems, or operations specified by reference to standard trade or manufacturer's published specifications shall comply with the requirements, except as modified by this Contract. The specifications used must be the latest published edition that is in effect on the effective date of this Contract unless a particular edition is specified. In the event of a conflict, the specifications that contain the more stringent requirements will govern.

1.3. CHANGE ORDERS

a) GRU shall pay Contractor for the Work at the price[s] stated in this Contract. No additional payment will be made to Contractor except for additional Work or materials stated on a valid change order, and issued by GRU prior to the performance of the added Work or delivery of additional materials. A change order may be issued without invalidating the Contract, if a) made in writing; b) signed by the authorized representative(s), and c) accepted by Contractor.

b) Such change shall include the following: change orders that constitute changes: a) the general scope of Work, b) the schedule, c) administrative procedures not affecting the conditions of the Contract, or d) the Contract price.

1.4. NOTICES.

Notices to Contractor shall be deemed to have been properly sent when delivered to Contractor physical address and email. Notices to GRU are deemed to have been properly sent when emailed to purchasing@gru.com, mailed to P.O. Box 147117 Station A105, Gainesville, FL 32614 or delivered to Utilities Procurement Department, 301 SE 4th Avenue, Gainesville, Florida 32601 and GRU acknowledges receipt.

1.5. PAYMENT

a) Invoicing. Contractor is responsible for invoicing GRU for Work performed pursuant to this Contract. Itemized invoices shall include the following information (if applicable): Contract number, Purchase Order number, item number, job number, description of supplies or services, quantities, unit prices, Work location, GRU Project Representative, job start date, job completion date or other pertinent information. Itemized invoice(s) must be mailed to Gainesville Regional Utilities, Accounts Payable, P.O. Box 147118, Station A-27, Gainesville, FL 32614-7118 or e-mailed to accountspayable@gru.com.

b) Receipting Report for Services. An itemized receipting report for services must be provided to the GRU Project

Representative prior to invoicing which includes the number of hours and labor rates by job title, overhead, authorized per diem or travel expenses, and other charges. Receipting reports shall be used by the Project Representative to verify the services rendered.

c) Payment Terms. Unless otherwise agreed upon in writing, GRU's payment terms are net thirty (30) days from receipt of correct invoice. Contractor shall not submit more than one (1) invoice per thirty-day period. Any delay in receiving invoices, or error and omissions, will be considered just cause for delaying or withholding payment. Invoices for partially completed Work may be allowed with GRU's prior approval. All partial invoices must be clearly identified as such on the invoice. Any charges or fees will be governed by current Florida Statutes.

d) Lien Release. Before the final acceptance of the Work and payment by GRU, Contractor shall furnish to GRU an affidavit and final waiver that all claims for labor and materials employed or used in the construction of said Work have been settled and no legal claim can be filed against GRU for such labor and materials. If such evidence is not furnished to GRU, such amounts as may be necessary to meet the unsatisfied claims may be retained from monies due to Contractor under this Contract until the liability has been discharged.

e) Final Payment/Acceptance. The acceptance by Contractor of final payment due on termination of the Contract shall constitute a full and complete release of GRU from any and all claims, demands and causes of action whatsoever which Contractor, its successors or assigns have or may have against GRU under the provisions of this Contract.

1.6. COMPLIANCE WITH LAWS AND REGULATIONS

All City, County, State and Federal laws, regulations and/or ordinances shall be strictly observed. Contractor is responsible for taking all precautions necessary to protect life and property.

1.7. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be governed and construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify GRU as described in Supplemental Conditions, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

1.8. VERIFICATION OF EMPLOYEES

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: (1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and (2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

1.9. ANTI HUMAN TRAFFICKING

On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide GRU with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat.

1.10. SOVEREIGN IMMUNITY

Nothing in this Contract shall be interpreted as a waiver of GRU's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

1.11. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

1.12. ASSIGNMENT

GRU or Contractor shall not assign or transfer, in whole or in part, any right or obligation pursuant to this Contract, without the prior written consent of the other Party.

1.13. AUDIT OF RECORDS

Contractor shall maintain records sufficient to document completion of the scope of services pursuant to this contract. At all reasonable times, these records shall be made available to review, inspect, copy and audit by persons duly authorized by GRU. These records shall be kept for a minimum of three (3) years after termination of this Contract. Records that relate to any litigation, appeals or settlement of claim arising pursuant to the performance of this Contract shall be made available until a final disposition has been made of such litigation, appeal, or claim.

1.14. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

1.15. ADVERTISING

Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from GRU, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying GRU as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the GRU in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

1.16. MODIFICATION OF TERMS

This Contract constitutes the entire agreement between the Parties. No oral agreements or representations shall be valid or binding upon GRU or Contractor. No alteration or modification of this Contract, including substitution of product, shall be valid or binding unless authorized by GRU. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's order or fiscal forms or any other documents forwarded by Contractor for payment. An acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

1.17. WAIVER

Any delay or failure by GRU to exercise or enforce any of its rights pursuant to this Contract shall not constitute or be deemed a waiver of GRU's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

1.18. DISCLOSURE AND CONFIDENTIALITY

a) Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General

exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

i. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, Contractor shall:

1. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

2. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

ii. Request for Trade Secret or Otherwise Confidential and Exempt Information.

1. In the event GRU receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.

2. However and notwithstanding the above, in the event that GRU in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then GRU shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then GRU will disclose the information requested.

3. If a public records lawsuit is filed against GRU requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, GRU shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.

4. Contractor hereby indemnifies and holds GRU, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to GRU is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

b) "Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

1.19. PUBLIC RECORDS

If Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, Contractor shall:

i. Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by GRU to perform the service.

ii. Upon request from GRU's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

iii. 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 records to GRU.

iv. Upon completion of the contract, transfer, at no cost, to GRU all public records in possession of the contractor or keep and maintain public records required by GRU to perform the service. If the contractor transfers all public records to GRU 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 records stored electronically must be provided to GRU, upon request from GRU's custodian of public records, in a format that is compatible with the information technology systems of GRU.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE GRU CUSTODIAN OF PUBLIC RECORDS AT (352) 393-1240, PURCHASING@GRU.COM, OR 301 SE 4TH AVENUE, GAINESVILLE FL 32601.

1.20. SALES TAX

Respondent's pricing shall include applicable taxes on items purchased or manufactured by Respondent for the project. GRU is exempt from Florida sales taxes for certain purchases. A "Consumer's Certificate of Exemption" is available at https://www.gru.com/WorkWithGRU/Procurement/PurchaseOrders.

1.21. ANTI-DISCRIMINATION

Contractor shall not discriminate on the basis of race, color, religion, sex, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

1.22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this contract.

1.23. COUNTERPARTS

This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

1.24. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTEREST IN GOVERNMENT CONTRACTING

In accordance with Section 287.05701(2)(a), F.S. (2023), GRU may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

1.25. ATTACHMENTS

All exhibits attached to this contract are incorporated into and made part of this contract by reference.

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Solicitation/Contract as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Supplemental Conditions.

1.26. CONDUCT OF THE WORK

Contractor shall be considered an independent entity and as such shall not be entitled to any right or benefit to which GRU employees are or may be entitled to by reason of employment. Except as specifically noted in this Contract, Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by Contractor in the performance of this Contract. Contractor will assign only competent and skilled workers to perform the Work. All of Contractor's personnel or subcontractors engaged in any of the Work performed pursuant to this Contract are under Contractor's sole direction, supervision and control at all times and in all places. Contractor's employees must be as clean and in good appearance as the job conditions permit, conducting themselves in an industrious and professional manner. Contractor and its employees cannot represent, act, or be deemed to be an agent or employee of GRU. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties. Further, unless specifically authorized to do so, the Contractor shall not represent to others that, as the Contractor, it has the authority to bind GRU to any third-party agreement.

1.27. CONTRACTOR RESPONSIBILITIES

a) Performance. Contractor shall perform all Work promptly and diligently in a good, proper and workmanlike manner in accordance with the Specifications. In performing the Work, Contractor has the freedom to perform Work in the manner which is most beneficial to the project provided that it is within the limits of these Specifications.

b) Project Related Requirements. Contractor is responsible for providing and paying expenses for all labor, tools, equipment, and materials. All project related requirements must be of high quality, in good working condition, and conducive for the particular task. Adequate first aid supplies must be provided by Contractor and accessible to employees. These may include, but are not limited to, sanitation facilities, potable water, and office trailers.

1.28. COOPERATION/ COORDINATION

a) Access to Work Site. GRU and its authorized representatives are permitted free access to the work site, and reasonable opportunity for the inspection of all Work and materials.

b) Work by GRU. GRU reserves the right to perform activities in the area where the Work is being performed by Contractor.

c) Work by Other Contractor. GRU reserves the right to permit other Contractors to perform work within the same work area. Contractor shall not damage, endanger, compromise or destroy any part of the site, including by way of example and not limitation, work being performed by others on the site.

d) Coordination. Contractor shall, in the course of providing the Work, cooperate and communicate with GRU and all other persons or entities as required for satisfactory completion. Contractor will afford GRU and other Contractors reasonable opportunity for the introduction and storage of their equipment and materials and the execution of their Work concurrently and coordinating its Work in the best interest of GRU.

1.29. INDEMNIFICATION

a) Contractor(s) shall be fully liable for its action, the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, GRU, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including

attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor(s), its agents, employees, partners, or subcontractors.
b) Further, Contractor(s) shall fully indemnify, defend, and hold harmless the City of Gainesville and/or GRU from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to GRU's misuse or modification or Contractor(s)'s products or GRU's operation or use of Contractor(s)'s products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in Contractor(s)'s opinion is likely to become the subject of such a suit, Contractor(s) may at its sole expense procure for GRU the right to continue using the product or to modify it to become non-infringing. If Contractor(s) is not reasonably able to modify or otherwise secure GRU the right to continue using the product, Contractor(s) shall remove the product and refund GRU the amounts paid in excess of a reasonable rental for past use. GRU shall not be liable for any royalties if applicable.
c) Contractor(s)'s obligations under the preceding two paragraphs with respect to any legal action are contingent upon GRU giving Contractor(s) written notice of any action or threatened action, defending the action at Contractor(s)'s sole expense. Contractor(s) shall not be liable for any costs or expenses incurred or made by GRU in any legal action without Contractor(s)'s prior written consent, which will not be unreasonably withheld.
d) The provisions of this section shall survive the termination or expiration of this Contract.

1.30. DAMAGE TO WORK

Until final acceptance of the Work by GRU, Work will be under the charge and care of Contractor who must take every necessary precaution against damage to the Work by the elements or from any other cause whatsoever. Contractor will rebuild, repair, restore, or make good at their expense, damages to any portion of the Work before its completion and acceptance. Failure to do so will be at Contractor's own risk. Contractor is not relieved of a requirement of the specifications on the plea of error.

1.31. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be borne equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

1.32. DELAY

Notwithstanding the completion schedule, GRU has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of GRU's delay. Such extension of time will be Contractor's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and GRU or Contractor elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by GRU within its control, then Contractor's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. Contractor is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

1.33. DEFAULT

If Contractor should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for Contractor, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if Contractor should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of GRU, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then GRU, after serving at least ten (10) calendar days prior written notice to Contractor of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to

any other rights or remedies and take possession of the Work; and GRU may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. Contractor will be liable to GRU for any damages resulting from such default.

1.34. TERMINATION

a) Termination for Convenience. GRU may, by providing thirty (30) calendar days written notice to Contractor, terminate this Contract, or any part thereof, for any or no reason, for GRU's convenience and without cause. After the termination date, Contractor shall stop all Work and cause its suppliers and/or subcontractors to stop all Work in connection with this Contract. If GRU terminates for convenience, GRU shall pay Contractor for goods and services accepted as of the date of termination, and for Contractor's actual and reasonable, out of pocket costs incurred directly as a result of such termination. GRU is not responsible for Work performed after the effective termination date of this contract.

b) Termination for Cause (Cancellation). GRU may terminate this Contract for cause if Contractor materially breaches this Contract by:

i. refusing, failing or being unable to properly manage or perform;

ii. refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;

iii. refusing, failing or being unable to make prompt payment to subcontractors or suppliers;

iv. disregarding laws, ordinances, rules, regulations or orders of any public authority or quasi-public authority having jurisdiction over the Project;

v. refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by GRU, or as otherwise defined elsewhere herein; and/or

vi. refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between GRU and Contractor.

c) Funding out Clause. If funds for this Contract are no longer available, GRU reserves the right to terminate this Contract without cause by providing Contractor with thirty (30) calendar day's written notice to Contractor.

1.35. FORCE MAJEURE

a) No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of GRU to secure approval; validation or sale of bonds; inability of GRU or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

b) In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

c) In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

1.36. LIMITATION OF GRU'S LIABILITY

To the fullest extent permitted by law, GRU shall not be liable to Contractor for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

1.37. WORK HOURS

GRU normal business hours are 8:00 AM EST to 5:30 PM EST. Contractor(s) may perform the Work outside business hours only with prior approval from the Authorized Representative or designee.

1.38. PERFORMANCE TIME

Contractor shall complete the Work no later than the date set forth in the Contract. Contractor further understands and agrees that time is of the essence. If Contractor fails to complete the Work on or before the date established for Final Completion, then Contractor will be solely responsible for liquidated damages or other costs as set forth in the Solicitation or Contract.

1.39. LIQUIDATED DAMAGES

Liquidated damages shall be assessed in the amount of $500 per calendar day for each day after the agreed upon completion date or the last day of September for year scope was provided

1.40. COMPLETION OF WORK

1. 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.
2. Final Completion: The date that the Owner receives and agrees with written notice from the Contractor stating that the Work has been completed and is ready for final payment.

1.41. DELIVERY

Once a written PO is emailed to the successful Bidder, the work shall be scheduled and started within sixty (60) calendar days. However, should the work have to be performed on an emergency basis, work will be scheduled and started within two (2) calendar days. Holiday and weekend deliveries may be needed as product use or circumstances require. If the successful Bidder cannot meet the delivery requirements for any of the product or services specified herein, GRU reserves the right to procure the product or services from the next lowest responsive, responsible bidder, or to solicit new pricing. The goal of this agreement is for the speedy acquisition of water and sewer materials and accessories; therefore, successful Bidder's responsiveness under the terms of this agreement is paramount. Delivery of orders resulting from award of this bid shall be made within seven (7) to ten (10) business days after receipt of a valid PO number for the items listed on the Bid Form. For all other items, deliveries shall be made complete within thirty (30) calendar days after receipt of a valid PO number. Failure to respond within the time specified may result in materials being ordered from and delivered by others and/or termination of award.

1.42. INSURANCE

Contractor shall meet the minimum insurance requirements at all times as required by law and GRU. Contractor shall notify GRU of any changes in coverage within seven (7) business days of knowledge of such change taking effect. Failure to maintain minimum coverage may result in breach of Contract. Contractor shall procure and maintain insurance with coverage amounts as required. Contractor must furnish GRU a certificate of insurance in a form acceptable to GRU for the insurance required with endorsement naming GRU as additional insured.

1.43. MINIMUM INSURANCE AMOUNTS REQUIRED

Insurance is required in the amounts set forth below:

- Commercial General Liability: $1,000,000 combined single limit for bodily injury and property damage
- Automobile Liability: $1,000,000 combined single limit for bodily injury and property damage

- Worker's Compensation:
    - State (Florida): Statutory
    - Applicable Federal: Statutory
    - Employer's Liability:
        - $500,000 per Accident
        - $500,000 Disease, Policy Limit
        - $500,000 Disease, Each Employee
- Excess Liability: $1,000,000

1.44. WARRANTY/GUARANTEE

1. Contractor warrants and guarantees to GRU that all materials will be new unless otherwise specified and that all Work will be of a quality free from defects and in accordance with the Specifications. Contractor agrees to remedy promptly, and without cost to GRU, any defective materials or workmanship which appear within the stated warranty period.
2. No provision contained in the Specifications shall be interpreted to limit Contractor's liability for defects. No provision contained in the Specifications shall be interpreted to limit the terms and conditions of the manufacturer's warranty and Contractor will secure parts, materials and equipment to be installed with manufacturer's full warranty as to parts and service wherever possible. Contractor must indicate if any warranty is being provided by either Contractor or a manufacturer and if any such warranty is being provided, such warranty will be stated. When the manufacturer warrants the equipment or materials being supplied, Contractor must provide such warranty to GRU or must state as a Clarification and Exception the reason Contractor is not able to provide such warranty.
3. All maintenance, repair and construction services furnished as defined herein shall be guaranteed and warranted by the successful Bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by GRU to be free from defects due either to faulty materials or equipment or faulty workmanship. All materials, equipment, and workmanship furnished and/or furnished and installed by the successful Bidder is warranted and guaranteed by the successful Bidder to meet the required standards specified herein and to accomplish the purposes and functions of the project. GRU shall, following discovery of faulty materials or workmanship, promptly give written notice to the successful Bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder(s) shall promptly replace any part of the faulty equipment, material, or workmanship at its own cost. These warranty and guarantee provisions create no limitations on GRU as to any claims or actions for breach of guaranty or breach of warranty that GRU might have against parties other than the successful Bidder, and do not constitute exclusive remedies of GRU against the successful Bidder.

1.45. SAFETY AND SECURITY

Each location has unique safety and security procedures and guidelines that must be followed. Acceptance of a project or work assignment in a particular location will be an acceptance of the safety and security requirements for that location. GRU will provide the safety and security requirements along with the scope of work requested. The contractor shall at all times take all reasonable precautions for the safety of its employees engaged in services and shall comply with all safety laws, rules and regulations as mentioned in the contractors safety orientation and/or manual as instruction may be site specific.

a. Confinement to Work Area/Parking. Contractor's employees shall stay in the designated work area to the maximum extent possible and shall not traverse other areas of GRU's site except for travel to and from sanitary facilities or designated parking areas. Contractor and its employees shall park personal vehicles and equipment in areas designated by GRU.

b. Sanitation. If sanitary facilities are available near the work site, Contractor may request GRU's permission to use such facilities by its employees, obtaining written permission from GRU prior to the use of such facilities. Unless such permission has been obtained, Contractor is responsible for the cost, provision and maintenance of sanitary facilities for persons employed by Contractor. If responsible for providing sanitary facilities, Contractor is also responsible for all labor and supplies necessary to maintain such facilities and must comply

with the State Board of Health requirements. Upon completion of the Work, facilities must be removed from the site.
c. Personal Protection Equipment requirements during a Pandemic, Epidemic, Sporadic, Endemic or Outbreaks event.
d. The Contractor shall supply all safety and personal protective equipment (PPE) required to complete the scope of the contracted work (or as stated in the Contract). Equipment supplied by the Contractor must meet or exceed all GRU requirements and the requirements of the appropriate governmental regulatory agency
e. It is the sole responsibility of the contractor to supply and train all workers with reasonably anticipated occupational potential exposure to any work place hazards.
f. This training includes when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
g. Protocols should be in place to prevent or reduce the likelihood of exposure and be in compliance with operating site PPE requirements. Local, state, and federal mandates must be followed.

1.46. WARRANTY OF TITLE

Contractor warrants that it holds and shall transfer unencumbered title of the property to GRU and further warrants that it has the right and authority to transfer the title to the property.

1.47. NERC CIP COMPLIANCE REQUIREMENTS

Pursuant to federally mandated security standards from the North American Electric Reliability Corporation (NERC) regarding Critical Infrastructure Protection (CIP), GRU has implemented specific requirements for any contract employee requiring access to protected systems and facilities. These requirements are outlined in NERC Standard "CIP-004-6 Table R3 – Personnel Risk Assessment Program", and apply to anyone who shall have physical and/or electronic access to these designated locations. Compliance verification for an employee, including annual training as well as a qualified criminal history background screening, will be required prior to granting that employee authorized access to the designated protected systems and/or facilities.

1.48. CONTRACTOR'S RESPONSIBILITIES

1. Contractor will recruit, screen, interview, hire and assign its employees to perform the work pursuant to this Contract; compensate its employees for hours worked at GRU; withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving employees.
2. Contractor shall obtain background check and drug screening services of its employees who will perform work at GRU locations. To ensure compliance with the Fair Credit Reporting Act, Contractor will not provide copies of such background check or drug screening results to GRU but will instead provide an attestation of completion of such services to GRU. Background check services may be conducted by one or more of Contractor's preferred, third-party vendors (e.g., Hire Right, A-Check Global).
3. Contractor shall require all of the Employees to self-report in writing to Contractor within forty-eight hours any incidents of arrests by local, state or federal law enforcement agencies. If the Employee is unable to report in writing due to incarceration or confinement, the Employee shall notify Contractor within forty-eight (48) hours after the arrest by text message, email, phone call, or voicemail. In addition, all Employees holding a Commercial Driver's License (CDL) as a condition of employment shall self-report, in writing, to Contractor within forty-eight (48) hours after any citations, arrests, or charges disqualifying the Employee from holding a CDL.

1.49. ORDER OF PRECEDENCE

In the event that there is any conflict between the terms and conditions, the order of precedence shall be as follows:
a. Any modification to this Contract
b. Contract
c. GRU Technical Specifications
d. GRU Supplemental Conditions
e. GRU General Conditions
f. GRU Instructions
g. Contractor Response

ATTACHMENT 1

Item No.	DESCRIPTION	Unit of Measure	Unit Price	Estimated Annual Quantity	Total Amount
	Mobilization				
A-1	**Inspection and Cleaning Mobilization (1 per Project Area)**	EA	$500.00	5	$2,500.00
A-2	**CIPP Rehabilitation Mobilization (1 per Project Area)**	EA	$3,541.00	5	$17,705.00
A-3	**Lateral Service and Cleanout Mobilization (1 per Project Area)**	EA	$0.00	5	$0.00
A-4	**MH Rehabilitation Mobilization (1 per Project Area)**	EA		5	
A-5	**Easement Access Road Matting**	LF	$6.37	500	$3,185.00
	Easement Reel Access				
A-6	6" to 12" diameter	LF	$3.50	500	$1,750.00
A-7	14" to 18" diameter	LF	$4.50	500	$2,250.00
A-8	20" to 24" diameter	LF	$5.50	500	$2,750.00
	Mainline Clean & Inspection - Sanitary				
	CCTV Inspection and Light Cleaning (4 Line Passes or less)				
B-1	6" diameter	LF	$4.15	5,000	$20,750.00
B-2	8" - 12" diameter	LF	$3.15	10,000	$31,500.00
B-3	14" - 18" diameter	LF	$4.45	5,000	$22,250.00
B-4	20" - 24" diameter	LF	$5.85	2,500	$14,625.00
B-5	27" - 42" diameter	LF	$7.00	1,000	$7,000.00
	Heavy Cleaning (Up to 4 Line Passes in addition to Light Cleaning)				
B-6	6" diameter	LF	$3.15	5,000	$15,750.00
B-7	8" - 12" diameter	LF	$2.15	10,000	$21,500.00
B-8	14" - 18" diameter	LF	$2.50	5,000	$12,500.00
B-9	20" - 24" diameter	LF	$8.25	2,500	$20,625.00
B-10	27" - 42" diameter	LF	$20.00	1,000	$20,000.00
	Root Cutting				
B-11	6" diameter	LF	$9.75	1,000	$9,750.00
B-12	8" - 12" diameter	LF	$11.00	2,500	$27,500.00
B-13	14" - 18" diameter	LF	$19.69	500	$9,845.00
B-14	20" - 24" diameter	LF	$24.00	500	$12,000.00
B-15	27" - 42" diameter	LF	$50.00	500	$25,000.00
	Tuberculation Removal				
B-16	6" diameter	LF	$10.54	1,000	$10,540.00
B-17	8" - 12" diameter	LF	$12.72	5,000	$63,600.00
B-18	14" - 18" diameter	LF	$14.32	5,000	$71,600.00
B-19	20" - 24" diameter	LF	$16.25	1,000	$16,250.00
B-20	27" - 42" diameter	LF	$61.29	500	$30,645.00
	Service Lateral Clean & Inspection - Sanitary				
C-1	Service Lateral CCTV Inspection	EA	$75.00	500	$37,500.00
C-2	Service Lateral Cleaning	EA	$100.00	500	$50,000.00
C-3	Service Lateral Tuberculation Removal	LF	$35.00	250	$8,750.00
C-4	Protruding Service Lateral Removal	EA	$950.00	100	$95,000.00
	Mainline Cured In Place Pipe (CIPP) Installation - Sanitary				
	End Seals				
D-1	6" Dia. End Seals (Per Segment)	EA	$52.50	100	$5,250.00
D-2	8" Dia. End Seals (Per Segment)	EA	$280.98	100	$28,098.00
D-3	10" Dia. End Seals (Per Segment)	EA	$316.06	100	$32,606.00
D-4	12" Dia. End Seals (Per Segment)	EA	$351.16	100	$35,116.00
D-5	14" Dia. End Seals (Per Segment)	EA	$388.48	50	$19,424.00
D-6	15" Dia. End Seals (Per Segment)	EA	$398.00	50	$19,900.00
D-7	16" Dia. End Seals (Per Segment)	EA	$447.34	50	$22,367.00
D-8	18" Dia. End Seals (Per Segment)	EA	$444.80	50	$22,240.00
D-9	20" Dia. End Seals (Per Segment)	EA	$630.74	50	$31,537.00
D-10	21" Dia. End Seals (Per Segment)	EA	$620.36	50	$31,018.00
D-11	24" Dia. End Seals (Per Segment)	EA	$667.18	50	$33,359.00
	6" diameter				
D-12	4.5 mm manufactured thickness (.177)	LF	$42.60	2,000	$85,200.00
	8" diameter				
D-13	6.0 mm manufactured thickness (.236)	LF	$43.94	5,000	$219,700.00
D-14	Add Item - 1.5mm increaser per LF	LF	$2.61	5,000	$13,050.00
	10" diameter				
D-15	6.0 mm manufactured thickness (.236)	LF	$50.95	2,500	$127,375.00
D-16	Add Item - 1.5mm increaser per LF	LF	$2.95	2,500	$7,375.00
	12" diameter				
D-17	6.0 mm manufactured thickness (.236)	LF	$57.01	2,500	$142,525.00
D-18	Add Item - 1.5mm increaser per LF	LF	$3.26	2,500	$8,150.00
	14" diameter				
D-19	6.0 mm manufactured thickness (.236)	LF	$67.26	2,500	$168,150.00
D-20	Add Item - 1.5mm increaser per LF	LF	$3.56	2,500	$8,900.00
	15" diameter				
D-21	7.5 mm manufactured thickness (.295)	LF	$71.18	2,500	$177,950.00
D-22	Add Item - 1.5mm increaser per LF	LF	$4.07	2,500	$10,175.00
	16" diameter				
D-23	7.5 mm manufactured thickness (.295)	LF	$83.41	2,500	$208,525.00
D-24	Add Item - 1.5mm increaser per LF	LF	$5.92	2,500	$14,800.00
	18" diameter				
D-25	7.5 mm manufactured thickness (.295)	LF	$90.75	5,000	$453,750.00
D-26	Add Item - 1.5mm increaser per LF	LF	$4.47	5,000	$23,700.00
	20" diameter				
D-27	7.5 mm manufactured thickness (.295)	LF	$104.34	2,500	$260,850.00
D-28	Add Item - 1.5mm increaser per LF	LF	$7.14	2,500	$17,850.00
	21" diameter				
D-29	9.0 mm manufactured thickness (.354)	LF	$118.80	1,000	$118,800.00
D-30	Add Item - 1.5mm increaser per LF	LF	$7.15	1,000	$7,150.00
	24" diameter				
D-31	10.5 mm manufactured thickness (.413)	LF	$138.92	1,000	$138,920.00
D-32	Add Item - 1.5mm increaser per LF	LF	$6.16	1,000	$6,160.00

	27" diameter				
D-33	10.5 mm manufactured thickness (.413)	LF	$151.89	1,000	$151,890.00
D-34	Add Item - 1.5mm increaser per LF	LF	$7.16	1,000	$7,160.00
	30" diameter				
D-35	12 mm manufactured thickness (.472)	LF	$185.69	1,000	$185,690.00
D-36	Add Item - 1.5mm increaser per LF	LF	$8.23	1,000	$8,230.00
	36" diameter				
D-37	12 mm manufactured thickness (.472)	LF	$214.11	1,000	$214,110.00
D-38	Add Item - 1.5mm increaser per LF	LF	$10.57	1,000	$10,570.00
	42" diameter				
D-39	13.5 mm manufactured thickness (.531)	LF	$281.52	1,000	$281,520.00
D-40	Add Item - 1.5mm increaser per LF	LF	$11.27	1,000	$11,270.00
	Manhole External Drop Cured in Place Pipe Services				
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
E-1	Setup, CCTV Inspection, and Cleaning	EA		20	
E-2	4.5 mm manufactured thickness	LF		150	
E-3	Add Item - 1.5mm increaser per LF	LF		150	
	8" diameter				
E-4	Setup, CCTV Inspection, and Cleaning	EA		20	
E-5	4.5 mm manufactured thickness	LF		150	
E-6	Add Item - 1.5mm increaser per LF	LF		150	
	10" diameter				
E-7	Setup, CCTV Inspection, and Cleaning	EA		10	
E-8	6.0 mm manufactured thickness	LF		100	
E-9	Add Item - 1.5mm increaser per LF	LF		100	
	12" diameter				
E-10	Setup, CCTV Inspection, and Cleaning	EA		10	
E-11	6.0 mm manufactured thickness	LF		100	
E-12	Add Item - 1.5mm increaser per LF	LF		100	
	14" diameter				
E-13	Setup, CCTV Inspection, and Cleaning	EA		10	
E-14	6.0 mm manufactured thickness	LF		100	
E-15	Add Item - 1.5mm increaser per LF	LF		100	
	15" diameter				
E-16	Setup, CCTV Inspection, and Cleaning	EA		2	
E-17	6.0 mm manufactured thickness	LF		25	
E-18	Add Item - 1.5mm increaser per LF	LF		25	
	16" diameter				
E-19	Setup, CCTV Inspection, and Cleaning	EA		10	
E-20	6.0 mm manufactured thickness	LF		100	
E-21	Add Item - 1.5mm increaser per LF	LF		100	
	18" diameter				
E-22	Setup, CCTV Inspection, and Cleaning	EA		2	
E-23	6.0 mm manufactured thickness	LF		25	
E-24	Add Item - 1.5mm increaser per LF	LF		25	
	20" diameter				
E-25	Setup, CCTV Inspection, and Cleaning	EA		10	
E-26	6.0 mm manufactured thickness	LF		100	
E-27	Add Item - 1.5mm increaser per LF	LF		100	
	21" diameter				
E-28	Setup, CCTV Inspection, and Cleaning	EA		2	
E-29	6.0 mm manufactured thickness	LF		25	
E-30	Add Item - 1.5mm increaser per LF	LF		25	
	24" diameter				
E-31	Setup, CCTV Inspection, and Cleaning	EA		2	
E-32	6.0 mm manufactured thickness	LF		25	
E-33	Add Item - 1.5mm increaser per LF	LF		25	
	Lift Station External Drop Cured in Place Pipe Services				
	Drop Pipe Setup, CCTV, Cleaning and CIPP Installation				
	6" diameter				
F-1	Setup, CCTV Inspection, and Cleaning	EA		5	
F-2	4.5 mm manufactured thickness (.236)	LF		50	
F-3	Add Item - 1.5mm increaser per LF	LF		50	
	8" diameter				
F-4	Setup, CCTV Inspection, and Cleaning	EA		5	
F-5	4.5 mm manufactured thickness (.236)	LF		50	
F-6	Add Item - 1.5mm increaser per LF	LF		50	
	10" diameter				
F-7	Setup, CCTV Inspection, and Cleaning	EA		5	
F-8	6.0 mm manufactured thickness (.236)	LF		50	
F-9	Add Item - 1.5mm increaser per LF	LF		50	
	12" diameter				
F-10	Setup, CCTV Inspection, and Cleaning	EA		5	
F-11	6.0 mm manufactured thickness (.236)	LF		50	
F-12	Add Item - 1.5mm increaser per LF	LF		50	
	14" diameter				
F-13	Setup, CCTV Inspection, and Cleaning	EA		5	
F-14	6.0 mm manufactured thickness (.236)	LF		50	
F-15	Add Item - 1.5mm increaser per LF	LF		50	
	15" diameter				
F-16	Setup, CCTV Inspection, and Cleaning	EA		5	
F-17	6.0 mm manufactured thickness (.236)	LF		50	
F-18	Add Item - 1.5mm increaser per LF	LF		50	
	16" diameter				
F-19	Setup, CCTV Inspection, and Cleaning	EA		5	
F-20	6.0 mm manufactured thickness (.236)	LF		50	
F-21	Add Item - 1.5mm increaser per LF	LF		50	
	18" diameter				
F-22	Setup, CCTV Inspection, and Cleaning	EA		2	
F-23	6.0 mm manufactured thickness (.236)	LF		20	
F-24	Add Item - 1.5mm increaser per LF	LF		20	
	20" diameter				
F-25	Setup, CCTV Inspection, and Cleaning	EA		5	
F-26	6.0 mm manufactured thickness (.236)	LF		50	
F-27	Add Item - 1.5mm increaser per LF	LF		50	
	21" diameter				
F-28	Setup, CCTV Inspection, and Cleaning	EA		2	
F-29	6.0 mm manufactured thickness (.236)	LF		20	

F-30	Add Item - 1.5mm increaser per LF	LF		20	
	24" diameter				
F-31	Setup, CCTV Inspection, and Cleaning	EA		2	
F-32	6.0 mm manufactured thickness (.354)	LF		20	
F-33	Add Item - 1.5mm increaser per LF	LF		20	

	Mainline CIPP Ancillary Services				
G-1	**Lateral Service Reinstatement**	EA	$354.10	200	$70,820.00
G-2	**Segment Dewatering Operation (Well point)**	DAY	$7,500.00	5	$37,500.00
	Internal Spot Repair				
	8" diameter				
G-3	316L Stainless Steel Mechanical Point Repair Insert	EA	$3,500.00	3	$10,500.00
G-4	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,500.00	3	$13,500.00
	10" diameter				
G-5	316L Stainless Steel Mechanical Point Repair Insert	EA	$3,750.00	3	$11,250.00
G-6	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,750.00	3	$14,250.00
	12" diameter				
G-7	316L Stainless Steel Mechanical Point Repair Insert	EA	$3,900.00	3	$11,700.00
G-8	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$4,900.00	3	$14,700.00
	14" diameter				
G-9	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,000.00	3	$12,000.00
G-10	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,000.00	3	$15,000.00
	15" diameter				
G-11	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,200.00	2	$8,400.00
G-12	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,200.00	2	$10,400.00
	16" diameter				
G-13	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,300.00	3	$12,900.00
G-14	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,300.00	3	$15,900.00
	18" diameter				
G-15	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$4,400.00	2	$8,800.00
G-16	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,400.00	2	$10,800.00
	20" diameter				
G-17	316L Stainless Steel Mechanical Point Repair Insert	EA	$4,500.00	3	$13,500.00
G-18	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,500.00	3	$16,500.00
	21" diameter				
G-19	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$4,600.00	2	$9,200.00
G-20	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,600.00	2	$11,200.00
	24" diameter				
G-21	Trenchless 316L Stainless Steel Mechanical Point Repair Insert	EA	$4,700.00	2	$9,400.00
G-22	4.5 mm manufactured thickness (4 LF Repair Length)	EA	$5,700.00	2	$11,400.00
G-23	**Grout Injection Soil Stabilization (Cost + 10%)**	ALLOWANCE	$25,000.00	1	$25,000.00
	Service Lateral Cleanout Installation				
H-1	4" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		150	
H-2	6" Diameter PVC Cleanout Installation (Depth less than 5 feet)	EA		50	
H-3	Additional Material, Excavation and Compacted Backfill for Cleanout (5 feet to 10 feet in depth)	EA		25	
H-4	Provide and Install Cleanout Service Box and Cover (Composite)	EA		200	
H-5	Install Cleanout Service Box (Metal) (Owner to Provide Box and Cover Material)	EA		15	
H-6	Cleanout Sod Placement (25 SF per Cleanout Install)	EA		200	
H-7	Sidewalk and Driveway Concrete Repair (4 inch to 6 inch in thickness)	SF		25	
H-8	Asphalt Repair	SF		50	
	Service Lateral Cured In Place Pipe (CIPP) Installation				
I-1	Lateral Service CIPP Setup (1 per Mainline Segment)	EA		50	
I-2	4" Lateral up to 3' long in 8" main	EA		100	
I-3	4" Lateral up to 3' long in 10" main	EA		25	
I-4	4" Lateral up to 3' long in 12" main	EA		25	
I-5	6" Lateral up to 3' long in 8" main	EA		10	
I-6	6" Lateral up to 3' long in 10" main	EA		10	
I-7	6" Lateral up to 3' long in 12" main	EA		10	
I-8	Additional Length of CIPP (4" or 6" service)	LF		2,500	
	Manhole Rehabilitation Services				
	Existing Manhole Liner Removal				
J-1	HDPE Lining Removal (9 VF Avg. Depth)	EA		2	
J-2	Polymer/Epoxy Lining Removal (9 VF Avg. Depth)	EA		25	
J-3	Fiberglass Lining Removal (9 VF Ave. Depth)	EA		5	
J-4	**Internal DIP Drop Pipe Removal (9 VF Avg Depth)**	EA		25	
J-5	**Inside Iron Step Removal per Manhole (5 Avg per MH)**	EA		100	
J-6	**Manhole Ring and Cover Remove and Replace (New Ring and Cover Provided by Owner)**	EA		200	
J-7	**Manhole Ring and Cover Adjustments**	LF		2	
J-8	**Exterior Severe Leak Stoppage/Groundwater Mitigation (Cost + 10%)**	ALLOWANCE		1	$50,000.00
	Internal Manhole Minor Leak Stoppage				
J-9	Manhole Depth - 0' to 5'	EA		100	
J-10	Manhole Depth - Over 5' to 10'	EA		75	
J-11	Manhole Depth - Over 10' to 15'	EA		50	
J-12	Manhole Depth - Over 15' to 20'	EA		50	
J-13	Manhole Depth -Over 20'	EA		25	
	Bench Rehabilitation				
J-14	Bench and Invert Demo, Repair and Rebuild 48" MH Diameter	EA		150	
J-15	Bench and Invert Demo, Repair and Rebuild 60" MH Diameter	EA		50	
J-16	Bench and Invert Demo, Repair and Rebuild 72" MH Diameter	EA		25	
J-17	Bench and Invert Demo, Repair and Rebuild 96" MH Diameter	EA		5	
	Structural Build Back Rehabilitation Application				
J-18A	Structural Rebuild Layer (Build Back over 1" in thickness) - 48" MH Diameter	VF		80	
J-18B	Structural Rebuild Layer (Build Back over 1" in thickness) - 60" MH Diameter	VF		40	
J-18C	Structural Rebuild Layer (Build Back over 1" in thickness) - 72" MH Diameter	VF		20	
J-18D	Structural Rebuild Layer (Build Back over 1" in thickness) - 96" MH Diameter	VF		20	
	Rehabilitation Lining Application				
J-19A	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 48" MH Diameter	VF		200	
J-19B	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 60" MH Diameter	VF		20	
J-19C	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 72" MH Diameter	VF		20	
J-19D	Non-Structural Substrate Underlayment Layer 0.50" (13mm) Thickness Minimum - 96" MH Diameter	VF		10	
J-20A	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 48" MH Diameter	VF		1,500	
J-20B	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 60" MH Diameter	VF		250	
J-20C	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 72" MH Diameter	VF		25	
J-20D	Corrosion Protection Lining System 0.25" (6mm) Thickness Minimum - 96" MH Diameter	VF		15	
J-21	**Inside Drop installation (Hardware and Drop Provided by Owner)**	EA		25	

	Bypass Services				
	Low Flow By-Pass Setup (Less Than 500 GPM with 100% Onsite Redundancy)				
K-1	Bypass Pump Setup	EA	$4,389.00	75	$329,850.00
	Low Flow By-Pass Pumping Operations (Less Than 500 GPM)				
K-2	Mainline CCTV Inspection Operation	LF	$1.43	15,000	$21,450.00
K-3	Lateral CCTV Inspection Operation (Avg of 7 Laterals per Mainline Segment) ($/LF of Mainline)	LF	$1.43	15,000	$21,450.00
K-4	Mainline Light Cleaning Operation (Up to 4 Line Passes)	LF	$1.43	15,000	$21,450.00
K-5	Mainline Heavy Cleaning Operation (Up to 4 Line Passes in addition to Light Cleaning)	LF	$4.00	5,000	$20,000.00
K-6	Light Tuberculation Removal (Up to 4 Passes with Cutting Tool)	LF	$4.00	5,000	$20,000.00
K-7	Heavy Tuberculation Removal (Up to 4 Passes with Cutting Tool in addition to Light Tub. Removal)	LF	$4.00	5,000	$20,000.00
K-8	Mainline CIPP Installation Operation	LF	$1.43	15,000	$20,000.00
K-9	Lateral CIPP Installation Operation (Avg of 7 Laterals per Mainline Segment) ($/LF of Mainline)	LF		15,000	$21,450.00
K-10	**High Flow By-Pass Setup (Greater Than 500 GPM with 100% Onsite Redundancy) (Cost + 10%)**	ALLOWANCE		1	$100,000.00
K-11	**High Flow By-Pass Pumping Operations (Greater Than 500 GPM, no redundancy) (Cost + 10%)**	ALLOWANCE		1	$100,000.00
K-12	**High Flow By-Pass Pumping Operations (Greater Than 500 GPM with 100% Redundancy) (Cost + 10%)**	ALLOWANCE		1	$150,000.00
	Wastewater Hauling Operations				
K-13	Initial Hauling Startup and Mobilization (6 Hour Min)	EA	$1,000.00	30	$30,000.00
K-14	Hauling (Up to 2000 Gal Debris Capacity)	HR/TRK	$350.00	500	$175,000.00
K-15	Hauling (2000 to 4000 Gal Debris Capacity) (10 Hr = 1 Day)	DAY/TRK	$3,500.00	100	$350,000.00
	Bypass Ancillary Services				
K-16	Roadway Hose Ramp Setup	EA	$250.00	150	$37,500.00
	Maintenance of Traffic (MOT) Services				
	Traffic Control - Right of Way per FDOT Index				
L-1	**Maintenance of Traffic (Cost + 10%, without Flagmen)**	ALLOWANCE		1	$300,000.00
L-2	Flagmen (2 Required, 8 hour min)	DAY	$2,250.00	100	$225,000.00
	General Conditions				
	Performance and Payment Bond (1% for Estimate Value Only)	%	1%		$64,428.00
	Project Contingency (15%)	%	15%		$996,420.00
				Total Estimated Value	**$ 7,503,648.00**

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-028NT with Kemira Water Solutions, Inc.

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Kemira Water Solutions, Inc. ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish liquid ferric sulfate. This Contract is in accordance with the specifications per the City of Tampa, Florida Invitation to Bid ("ITB) No. 25-P-00083 and all addenda thereto, and Contractor's response to 1TB No. 25-P-00083 (collectively, the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through May 7, 2027.

FINANCIAL IMPACT:
Funds are coming from chemical supplies account 40253320 552900.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-25-028NT with Kemira Water Solutions, Inc.

ATTACHMENTS:

PB-25-028NT Kemira Water Solutions, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-028NT BETWEEN
THE CITY OF BRADENTON AND KEMIRA WATER SOLUTIONS, INC.

Kemira Water Solutions, Inc. ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish liquid ferric sulfate. This Contract is in accordance with the specifications per the City of Tampa, Florida Invitation to Bid ("ITB) No. 25-P-00083 and all addenda thereto, and Contractor's response to ITB No. 25-P-00083 (collectively, the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through May 7, 2027, with the following modifications:

1. All references to "City of Tampa" shall be replaced with "City of Bradenton".

2. All references to "2555 E. Hanna Ave, Tampa, Florida 33610" shall be replaced with "101 Old Main Street, Bradenton, Florida 34205".

3. Section 2.41 of the Contract Documents shall be deleted in its entirety.

4. Section 2.38 of the Contract Documents shall be deleted in its entirety and replaced with the following:

   All solicitation protests shall comply with the procedures set forth in the City's Award of Contract, Tie-Breaking and Protest Policy & Procedures in Competitive Solicitations.

5. Section 2.47 of the Contract Documents shall be deleted in its entirety and replaced with the following:

   All invoices issued under the Agreement shall be paid in accordance with Florida's Prompt Payment Act.

6. Section 2.50 of the Contract Documents shall be modified to reflect that the parties submit to the exclusive jurisdiction and venue of the state courts located in Manatee County, Florida.

7. Section 2.57 of the Contract Documents shall be deleted in its entirety and replaced with the following:

   Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

8. Section 2.37 of the Contract Documents shall be deleted in its entirety and replaced with the following:

   Public Records. Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

   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 Contract Term and following completion of the Agreement if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the

Contract. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City: and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

9. Article 25, Notices, shall be modified to reflect the following:

Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com
To Contractor:	Kemira Water Solutions Attn: Tina Imbrogno 4321 W 6th Street Lawrence, KS 66049 Email: kwsna.bids@kemira.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.

Gayla Walker, Commercial Support Specialist — 5/21/25
Kemira Water Solutions, Inc. — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones — 5/30/2025
Erin Jones CPPB NIGP-CPP, Purchasing Manager — Date
City of Bradenton

PURCHASING/MTH/EB/JE

RESOLUTION NO. 2025 - 412

A RESOLUTION APPROVING AN AWARD BETWEEN THE CITY OF TAMPA AND KEMIRA WATER SOLUTIONS, INC. FOR THE PROVISION OF LIQUID FERRIC SULFATE IN THE ESTIMATED AMOUNT OF $12,863,520 FOR USE BY THE WATER DEPARTMENT; AUTHORIZING THE DIRECTOR OF PURCHASING TO PURCHASE SAID PROPERTY, SUPPLIES, MATERIALS OR SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa issued Invitation to Bid #25-P-00083 for the provision of Liquid Ferric Sulfate for use by the Water Department; and

WHEREAS, Kemira Water Solutions, Inc. submitted the lowest responsive and responsible bid.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the bid of Kemira Water Solutions, Inc. for the provision of:

Liquid Ferric Sulfate
Bid #25-P-00083
Estimated Expenditure: $12,863,520,

such bid being the lowest responsive and responsible bid received therefore, is hereby approved; and the Director of Purchasing is hereby authorized to purchase same.

Section 2. That the award term shall be for a two-year term from the effective date of the awarding or approving Resolution and may be renewed at the same terms and conditions for two additional two-year periods.

Section 3. This Resolution approves an award between the City and Kemira Water Solutions, Inc. for the provision of Liquid Ferric Sulfate and provides an estimated amount of $12,863,520, over a 24-month term, subject to annual appropriation, for use by the Water Department within the Water Operations Fund.

Section 4. That the proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON MAY 0 1 2025

CHAIR/CHAIR PRO-TEM
TAMPA CITY COUNCIL

ATTEST:

CITY CLERK/~~DEPUTY CITY CLERK~~

APPROVED AS TO FORM

e/s

BY MARCELLA T. HAMILTON
SENIOR ASSISTANT CITY ATTORNEY II

City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

May 12. 2025

Tina Imbrogno
Kemira Water Solutions. Inc.
4321 W 6th Street
Lawrence, KS 66049
kwsna.bids@kemira.com

Subject: **Liquid Ferric Sulfate. Bid #25-P-00083**

Your bid has been approved per City Council **Resolution Number 2025-412** on the aforementioned product(s)/service(s) for the City of Tampa. The approved expenditure for the initial two (2) year term for this award will be $12,863,520.00.

The award period is from **May 8, 2025 through May 7, 2027** and may be extended at the same price(s), terms, and conditions, by written mutual agreement from both parties for two additional two-year period(s). All orders will be placed by a purchase order.

A copy of your firm's bid has been forwarded to the user department for the purpose of monitoring the award terms and conditions. Additionally, invoices will be reconciled with the actual bid price submitted. Invoices will be paid based on the unit price indicated on the Bid Pricing Pages.

If you have any questions, please call me at (813) 274-8832.

Sincerely,

Eryn Berg

Eryn Berg, NIGP-CPP, CPPB
Certified Procurement Analyst

City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610

EVALUATION TABULATION

ITB No. 25-P-00083

Liquid Ferric Sulfate

RESPONSE DEADLINE: March 4, 2025 at 4:00 pm
Report Generated: Wednesday, March 26, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Kemira Water Solutions	$12,863,520.00
Chemtrade Chemicals US LLC	$42,000,120.00

PURCHASE AND DELIVERY OF LIQUID FERRIC SULFATE

Purchase and Delivery of Liquid Ferric Sulfate					Chemtrade Chemicals US LLC			Kemira Water Solutions		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Manufacturer	Unit Cost	Total	Manufacturer
X	1	Liquid Ferric Sulfate	36000	Tons	$1,166.67	$42,000,120.00	CHEMTRADE CHEMICALS	$357.32	$12,863,520.00	Kemira Water Solutions, Inc.
Total						$42,000,120.00			$12,863,520.00	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Chemtrade Chemicals US LLC	Kemira Water Solutions
Authorized Representative's Information	Pass	Pass
Type of Organization	Pass	Pass
Business License	Pass	Pass
License Number	Pass	Pass
MBD FORMS 10 AND 20	Pass	Pass

Question Title	Chemtrade Chemicals US LLC	Kemira Water Solutions
Sub-Contractors	Pass	Pass
MBD-40	Pass	Pass
I will send MBD-40 within 10 days of the bid opening.	Pass	Pass
BIDDER'S AFFIDAVIT	Pass	Pass
AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)	Pass	Pass
Public Record Declaration or Claim of Exemption	Pass	Pass
Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa	No Response	No Response
Conflict of Interest(s)	Pass	Pass
Conflict(s) of Interest	No Response	No Response
Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)	Pass	Pass
Minority Business Status	Pass	Pass
Minority Business Designation	No Response	No Response
Criminal History Screening Practices	Pass	
Decline, with similar practices?	Pass	No Response
Documentation	No Response	Pass
Did you provide proof that the Liquid Ferric Sulfate is NSF 60 approved?	Pass	Pass
Did you supply a list of current customers as outlined in the technical specifications?	Pass	Pass

Question Title	Chemtrade Chemicals US LLC	Kemira Water Solutions
Did you supply a certified analysis as outlined in the technical specifications?	Pass	Pass
Did you supply the address location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location?	Pass	Pass

City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610
(813) 274-8351

NOTICE OF INTENT TO AWARD

ITB No. 25-P-00083

Liquid Ferric Sulfate

RESPONSE DEADLINE: March 4, 2025 at 4:00 pm

Wednesday, March 26, 2025

NOTICE OF INTENT TO AWARD

ITB/RFP Title: Liquid Ferric Sulfate

ITB/RFP Number: 25-P-00083

Please be advised that the City of Tampa, Director of Purchasing, with concurrence of the Water Department has recommended awarding the above-referenced ITB to:

Kemira Water Solutions

This notice is not to be construed as final award of this solicitation. Final award is subject to review by the City of Tampa Purchasing Staff for compliance with purchasing procedures, funding availability, insurance coverage, and legal sufficiency.

A Bidder/Proposer aggrieved by this decision may file a protest not later than 4:30 P.M., five (5) business days from the first posting hereof, pursuant to City of Tampa Code Chapter 2, Article V, Division 3, Section 2-282, Procurement Protest Procedures. Protests not conforming therewith shall not be reviewed.

DeAnna Faggart, NIGP-CPP, CPPO, CPPB

Purchasing Director

MEMORANDUM

Water Department

Date: March 10th, 2025

To: Eryn Berg, NIGP-CPP, CPPB, Certified Procurement Analyst

Through: Rory A. Jones. P.E., Director Rory Jones (Mar 13, 2025 08:34 EDT)

Through: John Ring, Production Manager

From: Paul Noeske, Senior Water Plant Operations Supervisor PN

Subject: Liquid Ferric Sulfate Award

The Tampa Water Department wishes to award the contract to Kemira for the supply of Liquid Ferric Sulfate. This product conforms to 62-555.320 (3) (a) F.A.C.; NSF International Standard 60. Please reference BID #25-P-00083

Estimated Expenditures / Remaining			Fund	Cost Center	Account
2025	/	$2,679,900	40400	246100	552002
2026	/	$6,431,760	40400	246100	552002
2027	/	$3,751,860	40400	246100	552002

Enc: OpenGov Bid Tabulation

City of Tampa
Water
Rory Jones, Director
2555 E Hanna Ave, Tampa, FL 33610
(813) 274-8351

EVALUATION TABULATION

ITB No. 25-P-00083

Liquid Ferric Sulfate

RESPONSE DEADLINE: March 4, 2025 at 4:00 pm

Wednesday, March 12, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Kemira Water Solutions	$12,863,520.00
Chemtrade Chemicals US LLC	$42,000,120.00

PURCHASE AND DELIVERY OF LIQUID FERRIC SULFATE

Vendor	Total
Kemira Water Solutions	$12,863,520.00
Chemtrade Chemicals US LLC	$42,000,120.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Chemtrade Chemicals US LLC	Kemira Water Solutions
Authorized Representative's Information	Pass	Pass
Type of Organization	Pass	Pass
Business License	Pass	Pass
License Number	Pass	Pass
MBD FORMS 10 AND 20	Pass	Pass
Sub-Contractors	Pass	Pass
MBD-40	Pass	Pass
I will send MBD-40 within 10 days of the bid opening.	Pass	Pass
BIDDER'S AFFIDAVIT	Pass	Pass

Question Title	Chemtrade Chemicals US LLC	Kemira Water Solutions
AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)	Pass	Pass
Public Record Declaration or Claim of Exemption	Pass	Pass
Exemption form Public Records Law and Agreement to Indemnify and Defend the City of Tampa	No Response	No Response
Conflict of Interest(s)	Pass	Pass
Conflict(s) of Interest	No Response	No Response
Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)	Pass	Pass
Minority Business Status	Pass	Pass
Minority Business Designation	No Response	No Response
Criminal History Screening Practices	Pass	
Decline, with similar practices?	Pass	No Response
Documentation	No Response	Pass
Did you provide proof that the Liquid Ferric Sulfate is NSF 60 approved?	Pass	Pass
Did you supply a list of current customers as outlined in the technical specifications?	Pass	Pass
Did you supply a certified analysis as outlined in the technical specifications?	Pass	Pass
Did you supply the address location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location?	Pass	Pass

City of Tampa
Jane Castor, Mayor

Purchasing Department
DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director
2555 E Hanna Avenue
Tampa, Florida 33610

Office (813) 274-8351
Fax: (813) 274-8355

M E M O R A N D U M

DATE: March 14, 2025

TO: DeAnna Faggart, NIGP-CPP, CPPO, CPPB, Director of Purchasing

FROM: Eryn Berg, Certified Procurement Analyst

SUBJECT: **Bid Award Recommendation**

Below is a listing of the bids received under **Bid Number #25-P-00083, LIQUID FERRIC SULFATE**

BIDDER	TOTAL AMOUNT OF BID
Kemira Water Solutions	**$12,863,520.00**
Chemtrade Chemicals US LLC	$42,000,120.00

Based on the review of the bids submitted, the apparent lowest responsive, responsible Bidder for Liquid Ferric Sulfate is Kemira Water Solutions for the Water Department of the City of Tampa. Therefore, I recommend that the bid be awarded accordingly, and the user department concurs with this recommendation.

City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610

[KEMIRA WATER SOLUTIONS] RESPONSE DOCUMENT REPORT

ITB No. 25-P-00083

Liquid Ferric Sulfate

RESPONSE DEADLINE: March 4, 2025 at 4:00 pm

Report Generated: Wednesday, March 26, 2025

Kemira Water Solutions Response

CONTACT INFORMATION

Company:
Kemira Water Solutions

Email:
kwsna.bids@kemira.com

Contact:
Tina Imbrogno

Address:
4321 W 6th Street
Lawrence, KS 66049

Phone:
(785) 842-7424

Website:
www.kemira.com

Submission Date:
Mar 3, 2025 3:33 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Feb 17, 2025 12:57 PM by Tina Imbrogno

QUESTIONNAIRE

1. Authorized Representative's Information*

Pass

Please include the following information regarding your Authorized Representative:

- Name
- Title
- Mailing Address
- Telephone Number
- Email Address

Christina Imbrogno; Commercial Support Manager; 4321 W 6th Street, Lawrence, KS 66049; (785) 842-7424; kwsna.bids@kemira.com

2. Type of Organization*

Pass

How is your business organized?

Corporation

3. Business License*

Pass

Is your business licensed (unless exempt by applicable law), permitted and certified to do business in the State of Florida?

Yes

LICENSE NUMBER*

Pass

Enter your Florida Business License Number here.

F04000004730

4. MBD FORMS 10 AND 20*

Pass

Please download the below documents, complete, and upload.

- FORMS_MBD-10,_MBD-20.pdf

Tampa_ITB_25-P-00083_MBD-10_and_MBD-20_3-3-25.pdf

5. Sub-Contractors*

Pass

Will you be using Sub-Contractors?

Yes

MBD-40*

Pass

Please download the below documents, complete, and upload.

- FORM_MBD-40.pdf

Tampa_ITB_25-P-00083_MBD-40_3-3-25.pdf

I WILL SEND MBD-40 WITHIN 10 DAYS OF THE BID OPENING.*
Pass

The bid opening is Tuesday, March 4, 2025. This form is due to Eryn Berg(eryn.berg@tampagov.net) within 10 days of that if you are going to have sub-contractors. See attachments for MBD-40 form.

Confirmed

6. BIDDER'S AFFIDAVIT*

Pass

Please download the below documents, complete, and upload.

- BIDDER'S_AFFIDAVIT.pdf

Tampa_ITB_25-P-00083_Bidders_Affidavit_3-3-25.pdf

7. AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)*

Pass

Please download the below documents, complete, and upload.

- Affidavit_of_Compliance_wit...

Tampa_ITB_25-P-00083_Affidavit_of_Compliance_3-3-25.pdf

8. Public Record Declaration or Claim of Exemption*

Pass

As a Bidder, any document you submit to the City of Tampa may be public record and be open for personal inspection or copying by any person. In Florida “public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law.

Do you claim any exemptions from the public records laws?

No

9. Conflict of Interest(s)*

Pass

For purposes of determining any possible conflict of interest, all bidders, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involve d in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Do you need to disclose any Conflicts of Interest?

No

10. Coercion for Labor or Services Attestation Pursuant to Section 787.06, Florida Statutes (2024)*

Pass

Pursuant to Section 787.06(13), F.S., this question must be acknowledged by an officer or representative of a nongovernmental entity when a contract is executed, renewed, or extended between the nongovernmental entity and a governmental entity.

The bidder confirms that they do not use coercion for labor or services as defined in Section 787.06, F.S. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Confirmed

11. Minority Business Status*

Pass

Are you certified with the City of Tampa's EBO department?

No

12. Criminal History Screening Practices*

Are you applying for an applicable discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices?

Please review the following and answer the questions accordingly.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices.

The Bidder hereby declines any discount or incentive related to Section 2-284 Bidder's Criminal History Screening Practices; however, Bidder has Criminal History Screening practices similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

The Bidder hereby applies for applicable discount or incentive related to Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,

- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,
- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Yes

DOCUMENTATION*
Pass

Upload the following documentation and assurances:

- Notarized past employment analysis that includes the number of disadvantaged workers the bidder has hired in the past, or, if the bidder has never hired a disadvantaged worker, an explanation that the bidder made a good faith effort to hire a disadvantaged worker: and,
- An estimate of the number of disadvantaged workers that the bidder has hired or plans to hire if the bidder is awarded the project; and,

- Evidence that the bidder's recruitment literature and employment policy does not include language that is disadvantageous to a disadvantaged worker.
- Identify potential job opportunities under the project that may be available for disadvantaged workers if the City awards the Bidder the project; and,
- Agrees to consider for job placement at least one otherwise qualified disadvantaged worker, to the extent a job opportunity is available, if and after the Bidder is awarded the project; or
- Currently employs a percentage of disadvantaged workers consistent with industry standards as determined by the director of the soliciting department or designee.

Tampa_-_Criminal_History_Screening_Practices_3-3-25.pdf

13. Did you provide proof that the Liquid Ferric Sulfate is NSF 60 approved?*
Pass

Kemira_PIX-317_NSF_2-5-25.pdf

14. Did you supply a list of current customers as outlined in the technical specifications?*
Pass

Ferric_Sulfate_references_for_Tampa_Bay_bid_3-4-25.docx

15. Did you supply a certified analysis as outlined in the technical specifications?*
Pass

Tampa,_FL_Certified_Analysis_2-17-25.pdf

16. Did you supply the address location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location?*

Pass

Tampa,_FL_Supplier_and_Storage_Information_2-7-25.docx

PRICE TABLES

PURCHASE AND DELIVERY OF LIQUID FERRIC SULFATE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Manufacturer
1	Liquid Ferric Sulfate	36,000	Tons	$357.32	$12,863,520.00	Kemira Water Solutions, Inc.
TOTAL					$12,863,520.00	

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 25-P-00083 Contract Name: Liquid Ferric Sulfate
Company Name: Kemira Water Solutions, Inc. Address: 4321 W 6th Street, Lawrence, KS 66049
Federal ID: 59-3657872 Phone: (785) 842-7424 Fax: (785) 842-2629 Email: kwsna.bids@kemira.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

[ ] No Firms were contacted or solicited for this contract.
[X] No Firms were contacted because: The only subcontracting opportunity is transportation (special equipment and hazardous material handling)
[ ] See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub–contracting opportunities on this contract.

Signed: _____ Name/Title: Christina Imbrogno, Commercial Support Manager Date: 02/07/2025

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive
Forms must be included with Proposal

MBD 10 rev./effective 02/2016

Page 2 of 4 – DMI Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form (Form MBD-10)

This form must be submitted with all proposals. **All** subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: Certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as either Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka "National Institute of Governmental Purchasing" are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec'd (received) Y/N**. Indicate "Y" Yes if you received a quotation or if you received a response to your solicitation. Indicate "N" No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)

(FORM MBD-20)

Contract No.: 25-P-00083 Contract Name: Liquid Ferric Sulfate

Company Name: Kemira Water Solutions, Inc. Address: 4321 W 6th Street, Lawrence, KS 66049

Federal ID: 59-3657872 Phone: (785) 842-7424 Fax: 785-842-2629 Email: kwsna.bids@kemira.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

[ ] See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

[ ] No Subcontracting/consulting (of any kind) will be performed on this contract.

[ ] No Firms are listed to be utilized because: _____

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W=WMBE O =Neither / Federal ID	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
59-369076	KCI Industries Trucking (863) 425-1195 2420 Old Highway 60 (863) 425-5003 Mulberry, FL 33860	CM	912		65%
59-3446856	Kemira Water Solutions, Inc. (219) 801-7446 3761 Canal Street (219) 397-0315 East Chicago, IN 46312	CM	912		35%

Total ALL Subcontract / Supplier Utilization $ 0

Total SLBE Utilization $ 0

Total WMBE Utilization $ 0

Percent SLBE Utilization of Total Bid/Proposal Amt. 0 **%** **Percent WMBE Utilization of Total Bid/Proposal Amt.** 0 **%**

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.

Signed: _____ Name/Title: Christina Imbrogno, Commercial Support Manager Date: 02/07/2025

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Proposal Non-Responsive

Forms must be included with Proposal

MBD 20 rev./effective 02/2016

Page 4 of 4 DMI – Solicited/Utilized

Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form

(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID.** FIN. A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City but will self-perform all work. When subcontractors are utilized during the performance of the contract, the "Sub-(Contractors/Consultants/Suppliers) Payments" form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified SLBE or WMBE firms bidding as Primes are not exempt from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID.** FIN. A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **"S" = SLBE, "W" = WMBE.** Enter "S" for firms Certified by the City as Small Local Business Enterprises and/or "W" for firms Certified by the City as Women/Minority Business Enterprise; **"O" = Non-certified others**.
- **Company Name, Address, Phone & Fax**. Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at http:/www.tampagov.net/mbd "Information Resources".
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e., Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

For additional information visit the Equal Business Opportunity Office website at www.tampagov.net/ebo

March 3, 2025

City of Tampa, 25-P-00083 Liquid Ferric Sulfate

RE: WMBE/SLBE Subcontractor Commitment

Kemira Water Solutions, Inc. is a manufacturer and supplier of specialty chemicals. We own and operate our manufacturing sites, manage our distribution centers and employ our own drivers. Our only subcontracting opportunity is for the transportation of our products.

We choose our contract carriers based on three major criteria: safety rating, rates and insurance coverage. In addition, most of our chemicals are classified as hazardous and many require rubber-lined trailers. These requirements and our safety guidelines limit the carriers we can utilize to haul our products.

Our products are manufactured and shipped from Bartow, FL. Many of the deliveries are made using our internal carrier, but we utilize an outside carrier based on the requirements indicated when the demand requires more deliveries than our trucks can accommodate.

Sincerely,

Christina Imbrogno
Commercial Support Manager

Kemira Water Solutions, Inc.
4321 W. 6th St.
Lawrence, KS 66049

tel. 785-842-7424
fax 785-842-2629
www.kemira.com

City of Tampa
Official Letter of Intent

(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Proposer and WMBE/SLBE firm.

Proposal/Contract Number: 25-P-00083

Proposal/Contract Name: Liquid Ferric Sulfate

A. To be completed by the Proposer

Name of Bidder: Kemira Water Solutions, Inc.
Address: 4321 W 6th Street
Lawrence, KS 66049

Contact Person: Christina Imbrogno
Telephone: (785) 842-7424 Fax: (785) 842-2629
Email: kwsna.bids@kemira.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: _____
Address: _____

Contact Person: _____
Telephone: _____ Fax: _____
Email: _____

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

_____

D. Cost of work to be performed by WMBE/SLBE: _____

E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount:$_____

Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Proposer: _____ Commercial Support Manager _____ Date: 02/07/2025
Signature and Title

WMBE/SLBE Firm: _____ Date: _____
Signature and Title

Rev. 10/12/12 MBD 40

Official Letter of Intent Instructions
City of Tampa
Equal Business Opportunity Program

The Official Letter of Intent must be submitted to the soliciting department within ten (10) workdays of the RFP opening, prior to award. Not providing all letters of intent within the prescribed time frame may be caused to delay award or declare the bid to be non-responsive.

Proposal/Contract Number- Please provide proposal/contract number provided by City of Tampa procuring department.

Proposal/Contract Name – Please provide proposal/contract name provided by City of Tampa procuring department.

To be Completed by the Proposer – Please provide prime contractor or proposers detailed company information as indicated.

To be completed by the WMBE/SLBE – Please provide WMBE/SLBE subcontractor detailed company information as indicated.

Proposer is to Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids identify, which bid line item the WMBE/SLBE's scope of work or supply corresponds – Please provide details of the services or supplies the WMBE/SLBE will provide.

Cost of work to be performed by WMBE/SLBE – Provide agreed upon estimate of work or supplies total price (Unit prices are accepted if specific quantities have yet to be determined).

Proposer – Signature of authorized agent for the prime contractor or Proposer with date signed.

WMBE/SLBE firm – Signature of authorized agent for the WMBE/SLBE subcontractor or supplier with date signed.

Contract Confirmation – A copy of the executed subcontract agreement and/or purchase order with the WMBE/SLBE must be filed with the City of Tampa immediately upon execution and/or prior to commencement of work by WMBE/SLBE.

March 3, 2025

City of Tampa, 25-P-00083 Liquid Ferric Sulfate

RE: WMBE/SLBE Subcontractor Commitment

Kemira Water Solutions, Inc. is a manufacturer and supplier of specialty chemicals. We own and operate our manufacturing sites, manage our distribution centers and employ our own drivers. Our only subcontracting opportunity is for the transportation of our products.

We choose our contract carriers based on three major criteria: safety rating, rates and insurance coverage. In addition, most of our chemicals are classified as hazardous and many require rubber-lined trailers. These requirements and our safety guidelines limit the carriers we can utilize to haul our products.

Our products are manufactured and shipped from Bartow, FL. Many of the deliveries are made using our internal carrier, but we utilize an outside carrier based on the requirements indicated when the demand requires more deliveries than our trucks can accommodate.

Sincerely,

Christina Imbrogno
Commercial Support Manager

Kemira Water Solutions, Inc.
4321 W. 6th St.
Lawrence, KS 66049

tel. 785-842-7424
fax 785-842-2629
www.kemira.com

BIDDER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Christina M. Imbrogno

AFFIANT'S NAME (person's name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Bidder in the matter at hand, as follows:

1. That the Bidder, if a natural person, is of lawful age.

2. That if the Bidder is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.

3. That if the Bidder is operating under a fictitious name, Bidder has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;

4. That the Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Bidder has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.

5. In the event that the City determines that the Bidder has participated in any collusive, deceptive, or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Bidder. The contract let under such circumstances shall be deemed invalid.

6. That the Bidder is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County, or the State of Florida

7. That no officer or employee of the City, either individually or through any firm, corporation, or business of which he/she is a stockholder or holds office, shall receive any substantial benefit, or profit out of the contract or award to this Bidder; nor does the Bidder know of any City officer or employee having any financial interest in assisting the Bidder to obtain, or in any other way effecting, the award of the contract to this Bidder.

8. That, by submitting this bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.

9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of $1 million or more, that the Bidder is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Bidder is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Bidder to civil penalties, attorney's fees, other costs, and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.
Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
County of _____

The foregoing instrument was 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 to me or who has produced identification and who did (did not) take an oath.

_____
Signature of Notary Public

_____
Signature of Affiant

Notary Public
State of: _____
My Commission
Expires: _____

_____
Printed, typed, or stamped
Commissioned name of notary public

_____
Printed or typed name of Affiant

FOR AN ENTITY

State of Kansas
County of Douglas

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 7 day of February 20 25, by Christina Imbrogno, as Commercial Support Manager of Kemira Water Solutions, Inc. a ☐ Partnership, ☐ Joint Venture, ☒ Corporation, ☐ Limited Liability Company (LLC) or ☐ Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: N/A

Brittany Ashton Jarvis
Signature of Notary Public

Signature of Affiant

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2028

Notary Public
State of: Kansas
My Commission
Expires: 12/23/2028

Brittany Ashton Jarvis
Printed, typed, or stamped
Commissioned name of notary public

Christina M. Imbrogno
Printed or typed name of Affiant

AFFIDAVIT OF COMPLIANCE WITH FOREIGN COUNTRIES OF CONCERN
PURSUANT TO SECTION 287.138, FLORIDA STATUTES (2023)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. 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.)

2. The government of a Foreign Country of Concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes.)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a Foreign Country of Concern. (Source: § 287.138(2)(c), Florida Statutes.)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

5. The undersigned further sayeth naught.

Date: February 7, 20 25

Signed: [signature]

Entity: Kemira Water Soiutions, Inc.

Name: Christina M. Imbrogno

Title: Commercial Support Manager

STATE OF Kansas

COUNTY OF Douglas

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2028

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of February, 20 25, by Christina Imbrogno, as Commercial Support Manager for Kemira Water Solutions, Inc., who is personally known to me or who has produced N/A as identification.

Brittany Ashton Jarvis

State of Kansas
County of Douglas

Kemira Water Solutions, Inc.
Affidavit of Compliance

This is to certify that the Kemira Water Solutions, Inc. is in compliance with Section 2-284 ("Ban the Box") and will continue to be in compliance if awarded the contract. We have criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances.

- Attached please find a spreadsheet provided by our background vendor showing all associates that had exceptions on their backgrounds. We've highlighted those candidates that were disadvantaged but weren't removed from consideration of employment based upon the listed offenses.
- Should positions become available for the current project, we will consider all qualified applicants and to hire based upon our current hiring standards while providing similar considerations for qualified disadvantaged workers.
- We've included a copy of our application along with some of our general hiring practices. Our application contains no language that would dissuade or discourage disadvantaged workers from applying. Kemira doesn't directly inquire about a candidate's background or past criminal history.
- Kemira will make every effort to identify talent that's qualified for any positions that may arise from the current project. We will ensure to maintain our standard business and hiring practices and in providing meaningful reviews of all candidates that may apply.
- Kemira will continue to provide considerations of all qualified applicants and will ensure that disadvantaged workers are given the same considerations to the extent that is allowable and provides for best practices and decisions.
- Please reference the hiring materials that were provided in connection with the disadvantaged worker file that shows Kemira's commitment to provide opportunities to those that are qualified based upon experience, skill and overall talent.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 28TH day of FEBRUARY, 2025.

Kemira Water Solutions, Inc.

By: Rebecca Lyons

Name: Rebecca Lyons

Title: PC Coordinator

This instrument was signed and sworn to before me on 28 day of February, 2025 by Rebecca Lyons as PC Coordinator of Kemira Water Solutions, Inc.

Brittany Ashton Jarvis
Signature of Notary Public
Print Name: Brittany Ashton Jarvis

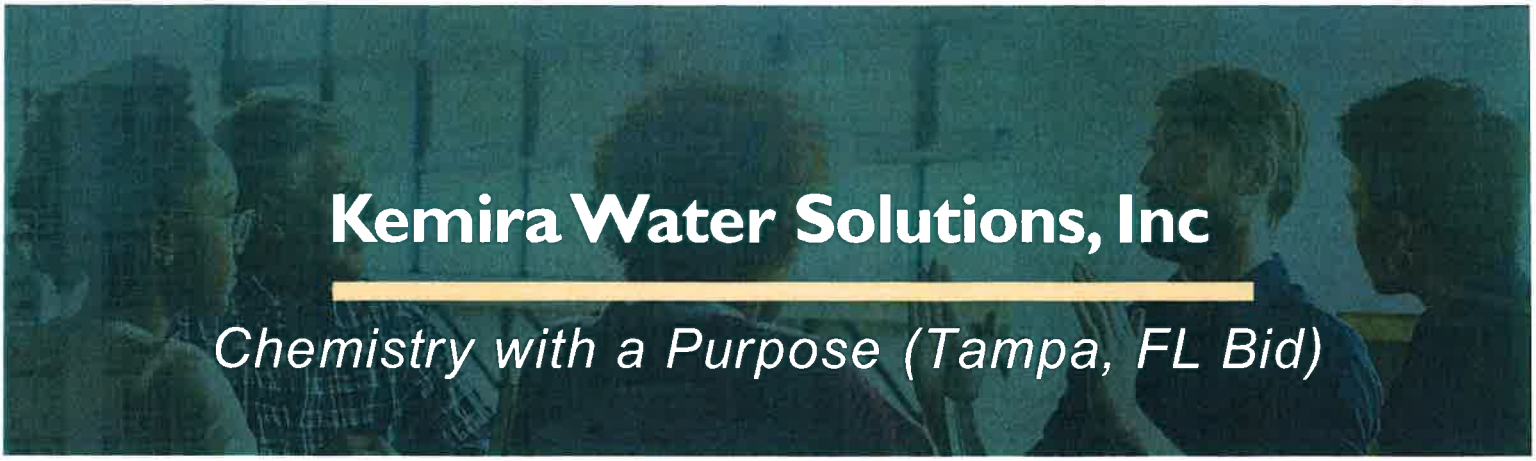
Attach Notarial Seal:

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2028

My appointment expires: _____

File No.	Package	Reference	Requestor	Ordered	Status	Offense Type	DOH
228745	Kemira Background	US111502	Rebecca Lyons	2/23/2023	Archived		
230627	Kemira Background	US11E009	Rebecca Lyons	3/3/2023	Archived		
234497	Kemira Background	US111901	Rebecca Lyons	3/23/2023	Archived		
235216	Kemira Background	US203001	Rebecca Lyons	3/28/2023	Archived		
237768	Kemira Background	US118052	Rebecca Lyons	4/10/2023	Archived		
239944	Kemira Background	US11A009	Rebecca Lyons	4/20/2023	Archived		
241794	Kemira Background	US11E101	Rebecca Lyons	5/1/2023	Archived	Misdemeanor Class C	5/15/2023
248750	Kemira Background	US111801	Rebecca Lyons	6/2/2023	Archived	Misdemeanor	7/3/2023
261440	Kemira Background	US111502	Rebecca Lyons	8/3/2023	Archived	Misdemeanor	8/8/2023
271100	Kemira Background	US111901	Rebecca Lyons	9/15/2023	Archived		
271914	Kemira Background	US111502	Rebecca Lyons	9/20/2023	Archived	Misdemeanor Unclassified	10/16/2023
272498	Kemira Background	US202002	Rebecca Lyons	9/25/2023	Archived	Misdemeanor	10/26/2023
273538	Kemira Background	US20L405	Rebecca Lyons	9/28/2023	Archived	Misdemeanor	10/23/2023
279224	Kemira Background	US111502	Rebecca Lyons	10/26/2023	Archived	Misdemeanor	11/13/2023
279509	Kemira Background	US111502	Rebecca Lyons	10/30/2023	Archived	Misdemeanor	11/13/2023
280669	Kemira Background	US111053	Rebecca Lyons	11/3/2023	Archived	Misdemeanor	11/20/2023
285994	Kemira Background	US201001	Rebecca Lyons	12/4/2023	Archived		
286070	Kemira Background	US20G002	Rebecca Lyons	12/5/2023	Archived		
291476	Kemira Background	US116002	Rebecca Lyons	1/3/2024	Archived		
297398	Kemira Background	US116002	Rebecca Lyons	2/1/2024	Archived		
297481	Kemira Background	US20L405	Rebecca Lyons	2/1/2024	Archived		
308854	Kemira Background	US20K202	Rebecca Lyons	3/21/2024	Archived		
332486	Kemira Background	US20L201	Rebecca Lyons	7/8/2024	Archived		
338288	Kemira Background	US20G002	Rebecca Lyons	8/2/2024	Archived		
344004	Kemira Background	US201104	Rebecca Lyons	8/28/2024	Archived		
347901	Kemira Background	US20C007	Rebecca Lyons	9/16/2024	Complete		
353936	Kemira Background	US20L201	Rebecca Lyons	10/10/2024	Complete		
358529	Kemira Background	US201106	Rebecca Lyons	11/4/2024	Complete	Misdemeanor	11/18/2024
362470	Kemira Background	US20G002	Rebecca Lyons	11/20/2024	Complete		
365256	Kemira Background	US20P100	Rebecca Lyons	12/6/2024	Complete		
369052	Kemira Background	US20D001	Rebecca Lyons	1/2/2025	Complete		
375191	Kemira Background	-	Vernesha Smith	1/27/2025	Complete	Misdemeanor	2/10/2025
375502	Kemira Backgrond	-	Vernesha Smith	1/28/2025	Complete	Misdemeanor	2/10/2025
376294	Kemira Background	-	Vernesha Smith	1/31/2025	Complete		

*** All highlighted files represent employees that were hired with various misdemeanors in their background checks. ***



Kemira Water Solutions, Inc

Chemistry with a Purpose (Tampa, FL Bid)

General Hiring Practices

Equal Employment Opportunity Statement

Kemira administers all personnel actions, such as recruitment, hiring, training, promotion, transfer, compensation
and benefits, discipline, termination of employment, and educational, social and recreational programs without
regard to race, creed, color, religion, sex, gender, national origin or ancestry, sexual orientation, citizenship status,
pregnancy or related medical conditions, age, physical or mental disability, genetic information, veteran status,
uniformed service member status, marital status, or any other status protected under federal, state, or local law.
In addition, it is Kemira's policy to provide an environment that is free of unlawful harassment with regard to the
above-protected groups.

Employee Relations

Kemira believes employees and management are in partnership for the successful operation of our Company. We have long believed that third party representation is not necessary for employees to be treated fairly, with dignity and respect and to receive competitive wages and benefits. We are committed to providing our employees with safe jobs, competitive pay, benefits and ethical treatment. Kemira has achieved considerable success working directly and openly with its employees in an environment of cooperation and teamwork, without the interference and disruption caused by third parties. We look forward to continuing this successful partnership.

kemira

APPLICATION FOR EMPLOYMENT

PLEASE PRINT

Kemira is an Equal Opportunity Employer and does not discriminate against any individual in any phase of employment in accordance with all applicable laws.

Date: _____ Social Security No.: _____

Name: _____
Last *First* *MI*

Address: _____
Street *City* *State* *Zip*

( ) _____ ( ) _____
Area Code *Business Phone* *Area Code* *Home Phone*

How were you referred to us? _____

Indicate position for which you are applying: _____

Available to work: ☐ Full time ☐ Overtime ☐ Part time ☐ Shift Work ☐ Temporary

Can you perform the essential functions of the position for which you are applying? Yes ☐ No ☐ If No, please explain.
(If you have any question as to what functions are applicable to the position for which you are applying, please ask the interviewer before you answer this question.)

Minimum salary or hourly wage requirement: _____ Date available for work: _____

Do you have any commitments to another employer that might affect your employment with us? Yes ☐ No ☐

If Yes, please explain: _____

GENERAL INFORMATION

Are you legally authorized to work in the United States? ☐ Yes ☐ No
Proof of citizenship or immigration status will be required upon employment

Are you below the age of 18? ☐ Yes ☐ No

Are you willing to undergo pre-employment physical exam? ☐ Yes ☐ No

Are you will to undergo pre-employment drug screen? ☐ Yes ☐ No

Have you previously applied for employment here? ☐ Yes ☐ No If Yes, when? _____

Do you have any friends or relatives who work for Kemira? ☐ Yes ☐ No If Yes, who and where do they work? _____

Have you previously been employed by Kemira or its subsidiaries? ☐ Yes ☐ No If Yes, when and for which company? _____

***Connecticut** applicants are not required to disclose the existence of any arrest, criminal charge or conviction, the records of which have been erased pursuant to section 46b-146, 54-76o or 54-142a. Criminal records subject to erasure pursuant to section 46b-146, 54-76o, or 54-142a are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or nolled, a criminal charge for which a person has been found not guilty or a conviction for which the person received an absolute pardon. Any person whose criminal records have been erased pursuant to section 46b-146, 54-76o, or 54-142a shall be deemed to have never been arrested within the meaning of the general statutes with respect to the proceedings so erased and may so swear by oath.*

EDUCATIONAL DATA

School	Print Name, Number and Street, City, State and Zip Code for each School Listing.	No. of Years Completed	Degree, Major, or Type of Course
High School			
College			
Graduate School			
Continuing Education			
Other			

MILITARY EXPERIENCE

Were you in U.S. Armed Forces? ☐ Yes ☐ No If Yes, what Branch? _____

Dates of Duty: From: ____ To: _____ Rank at Separation _____

Briefly describe your duties _____

OTHER SKILLS AND QUALIFICATIONS:

List any type of business machine, or powered industrial machinery you are able to operate: _____

List any special industrial, laboratory or office skills: _____

List professional, trade, business, or civic activities and offices held:
(You may exclude memberships which may reveal sex, race, religion, national origin, age, disability, or other protected characteristic.) _____

Other skills/qualifications: _____

EMPLOYMENT HISTORY *(Last 10 Years)*

List present employer or most recent employer first (use other side of this application, if necessary).
May we contact these employers? ☐ Yes ☐ No

Employer	Employed	Supervisor's Name
Address	From Mo./Yr.	Your Job Title
Telephone	To Mo./Yr.	

Your Salary		Duties:
Start	End	
$	$	

Reason for Leaving:

Employer	Employed	Supervisor's Name
Address	From Mo./Yr.	Your Job Title
Telephone	To Yr.	

Your Salary		
Start	End	
$	$	

Reason for Leaving:

Employer	Employed	Supervisor's Name
Address	From Mo./Yr.	Your Job Title
Telephone	To Mo./Yr	

Your Salary		
Start	End	
$	$	

Reason for Leaving:

Employer	Employed	Supervisor's Name
Address	From _____ Mo./Yr.	Your Job Title
Telephone	To _____ Mo./Yr	

Your Salary		Duties
Start	End	

Reason for Leaving

PROFESSIONAL REFERENCES

(Please list former supervisors and/or associates who are acquainted with your professional qualifications.)

Name and Address	Occupation	Phone

Person to be notified in case of emergency:

Name _____ Phone _____

Address _____

Please include any other information you think would be helpful to us in considering you for employment, such as additional work experience, articles/books published, activities, accomplishments, etc. (You may exclude all information which may reveal sex, race, religion, national origin, age, disability, or other protected characteristic.)

_____

_____

_____

_____

AGREEMENT (please read the following carefully)

I hereby affirm that the information provided on this application (and accompanying resume, if any) is true and complete to the best of my knowledge. I also agree that falsified or misleading information or significant omissions in this application or in my responses to questions during any interviewing or examination process related to this application may disqualify me from further consideration for employment and may be considered justification for dismissal if discovered at a later date.

I understand that my employment can be terminated, with or without cause, at any time at the discretion of either Kemira or myself, and that employment by Kemira does not constitute a guarantee that any position will be continued for any length of time or that any job assignment or shift will be permanent. I understand that this is an application for employment and is not, nor is it intended to be, a contract of employment or to indicate that there is any position open. I understand that this application remains active only for a period of 90 days and that I must reapply to Kemira in writing if I am not employed within this 90 day period. Finally, I understand that any offer of employment by Kemira is contingent on availability of a position, verification of information, and satisfactory completion of a background check, physical examination, and drug screen.

I authorize persons, schools, my current employer (if applicable), and previous employers and organizations named in this application (and accompanying resume, if any) to provide any relevant information to Kemira that may be required to arrive at any employment decision and I release Kemira and all such persons and entities from any liability in connection with providing or receiving this information.

_____ _____

Signature Date

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, February 5, 2025** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D317&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.
1000 Parkwood Circle
Suite 500
Atlanta, GA 30334
United States
888-KEMIRON
863-533-5990
Visit this company's website (http://www.kemira.com)

Facility : Fontana, CA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Bartow, FL

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600 mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : St. Louis, MO

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Euclid, OH

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

Number of matching Products is 8

Processing time was 0 seconds

Kemira Water Solutions, Inc.
Ferric Sulfate References

City of Tampa, FL
Hillsborough WTP
7125 N 30th Street
Tampa, FL 33610
Paul Noeske
paul.noeske@tampagov.net
(813) 344-9224
Deliver Ferric Sulfate
$6,243,480
4/18/22 – 5/7/25

City of Melbourne, FL WTP
6055 Lake Washington Rd
Melbourne, FL 32934
David Phares
David.Phares@mlbfl.org
(321) 255-4622
Deliver Ferric Sulfate
$2,629,950
1/1/25 – 12/31/25

Brevard County, FL
Mims WTP
2262 High Dr.
Mims, FL 32754
Rudy Khan
rudy.khan@brevardfl.gov
(321) 264-5070
Deliver Ferric Sulfate
$29,550
1/1/25 – 12/31/25

City of West Palm Beach, FL
Mayor Response WTP
1009 Banyan Blvd
West Palm Beach, FL 33417
Lester Galloway
lgalloway@wpb.org
(561) 822-2207
Deliver Ferric Sulfate
$873,600
6/4/24 – 6/3/27

Bay County, FL WTP
3400 Transmitter Road
Panama City, FL 32404
Raymond Nolind
rnolind@baycountyfl.gov
(850) 248-5010
Deliver Ferric Sulfate
$1,639,950
4/1/22 – 3/31/26

kemira

Where water meets chemistry ™

The Americas Quality Lab

Analytical Report

To: Tina Imbrogno
Tina.imbrogno@kemira.com
Date Reported: 2/17/2025
Sample Description: PIX-317 Ferric Sulfate
Sample Date: 12/2/2024
Sample ID: 1224 04 0078

Parameter	Result	Unit	Method	Reporting Limit		Analyst	Date
Ferric	12.78	%	KWS QL 3311	0.05	%	CB	12/17/24
Ferrous	0.11	%	KWS QL 3312	0.05	%	CB	12/30/24
Free Acid as H_2SO_4	<0.05	%	KWS QL 3210	0.05	%	SB	1/6/25
%Insoluble Solids	<0.005	%	KWS QL 3410	0.005	%	SB	2/14/25
Arsenic	<0.70	mg/kg	KWS QL 3513	0.70	mg/kg	CP	12/27/24
Copper	<0.30	mg/kg	KWS QL 3513	0.30	mg/kg	CP	12/27/24
Cadmium	<0.06	mg/kg	KWS QL 3513	0.06	mg/kg	CP	12/27/24
Zinc	0.865	mg/kg	KWS QL 3513	0.34	mg/kg	CP	12/27/24
Chromium	2.29	mg/kg	KWS QL 3513	0.06	mg/kg	CP	12/27/24
Manganese	47.2	mg/kg	KWS QL 3513	0.02	mg/kg	CP	12/27/24
Lead	<1.4	mg/kg	KWS QL 3513	1.4	mg/kg	CP	12/27/24
Barium	0.415	mg/kg	KWS QL 3513	0.08	mg/kg	CP	12/27/24
Mercury	<0.19	mg/kg	KWS QL 3513	0.19	mg/kg	CP	12/27/24
Chloride*	44.7	mg/kg	KWS QL N002	25	mg/kg	JD	2/13/25
Selenium	<0.60	mg/kg	KWS QL 3513	0.60	mg/kg	CP	12/27/24
Silver	<0.15	mg/kg	KWS QL 3513	0.15	mg/kg	CP	12/27/24
Titanium	106	mg/kg	KWS QL 3513	0.06	mg/kg	CP	12/27/24
Sodium	22.5	mg/kg	KWS QL 3513	0.80	mg/kg	CP	12/27/24
Nickel	24.0	mg/kg	KWS QL 3513	0.06	mg/kg	CP	12/27/24
Molybdenum	<0.55	mg/kg	KWS QL 3513	0.55	mg/kg	CP	12/27/24
Beryllium	0.070	mg/kg	KWS QL 3513	0.04	mg/kg	CP	12/27/24
Antimony	<1.1	mg/kg	KWS QL 3513	1.1	mg/kg	CP	12/27/24
Thallium	<0.27	mg/kg	KWS QL 3513	0.27	mg/kg	CP	12/27/24

*Chloride not included on Scope of Accreditation

Certified by: Sheila St. Amour

Sheila St. Amour, Laboratory Supervisor

ACCREDITED

Certificate # 3889.01

This report is not to be reproduced except in full, without written approval
Results were obtained from and are applicable to the sample as received at the laboratory.

Sample Condition upon Receipt: Intact

Product is manufactured and shipped from Kemira Water Solutions, Inc. at 316 Bartow Municipal Airport, Bartow, FL. Plant capacity for storage of Kemira PIX-317 is 62 truckloads or 1,342,000 liquid pounds.

City of Tampa
Purchasing
DeAnna Faggart, Director
2555 E Hanna Ave, Tampa, FL 33610
(813) 274-8351

ADDENDA REPORT

ITB No. 25-P-00083

Liquid Ferric Sulfate

RESPONSE DEADLINE: March 4, 2025 at 4:00 pm

Wednesday, March 26, 2025

Addenda Issued:

Addendum #1

Feb 6, 2025 4:57 PM

This addendum is to provide the previous bid tabulation.

Additionally, a new question has been added to the Vendor Response section which includes a place to upload the location of the ferric sulfate storage terminal to be used for this supply and the volume of liquid sulfate stored at this location as required in the bid.

Attachments:

· Bid Tabulation-Liquid Ferric Sulfate

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Chemtrade Chemicals US LLC	X	Feb 10, 2025 1:50 PM	Parul Kachhia-Patel
Kemira Water Solutions	X	Feb 17, 2025 12:57 PM	Tina Imbrogno

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-029NT with Brett M. Muscat DBA Muscat Painting & Decorating

SUGGESTED ACTION: Approve agreement for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Brett M. Muscat d/b/a Muscat Painting & Decorating ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal and street light equipment cleaning, priming, and painting services throughout the City. This Contract is in accordance with the specifications of Agreement between City of Sarasota, Florida, and Contractor for the provision of traffic signal and street light equipment cleaning, priming, and painting services, including all amendments thereto, and City of Sarasota Invitation to Bid ("ITB") No. 23-11JS and all addenda thereto, and Contractor's Itemized Bid Tabulation (the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through March 22, 2026.

FINANCIAL IMPACT:
Funds are coming from the following accounts 001 (General Fund), Cost Center 51940 (PWU Electrical), 546400 (Street Light Repair & Maintenance) & 546500 (Traffic Signal Repair & Maintenance).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating.

ATTACHMENTS:
Agreement PB-25-029NT Muscat Painting & Decorating

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-029NT BETWEEN THE CITY OF BRADENTON AND BRETT M. MUSCAT D/B/A MUSCAT PAINTING & DECORATING

Brett M. Muscat d/b/a Muscat Painting & Decorating ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal and street light equipment cleaning, priming, and painting services throughout the City. This Contract is in accordance with the specifications of Agreement between City of Sarasota, Florida, and Contractor for the provision of traffic signal and street light equipment cleaning, priming, and painting services, including all amendments thereto, and City of Sarasota Invitation to Bid ("ITB") No. 23-11JS and all addenda thereto, and Contractor's Itemized Bid Tabulation (the "Contract Documents"), attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through March 22, 2026, with the following modifications:

1. All references to "City of Sarasota" shall be replaced with "City of Bradenton".

2. All references to "1565 First Street, Sarasota, Florida 34236" shall be replaced with "101 Old Main Street, Bradenton, Florida 34205".

3. All references to "City Manager" shall be replaced with "City Administrator".

4. Section 3 of the Contract Documents shall be modified as follows:

City agrees to pay Contractor for the Project Scope of Services based upon the unit prices set forth in the Itemized Bid Tabulation submitted by Contractor in response to Invitation to bid No. 23-11JS. A photocopy of said Itemized Bid Tabulation is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to determine the unit prices (not the total prices) to be paid to Contractor for the Project Scope of Services provided by Contractor to City. The fees set forth in this Section 3 include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope

of Services. Payment for invoices issued by Contractor pursuant to this Agreement shall be remitted by City in accordance with Florida's Prompt Payment Act. Contractor may invoice City no more often than monthly. The amount set forth in each invoice must be consistent with the unit prices set forth in this Section 3. No amount of compensation, unless authorized by this Section 3, will be due and payable from City to Contractor.

5. Section 7 of the Agreement shall be deleted in its entirety and replaced with the following:

Public Records. Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

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 Contract Term and following completion of the Contract if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

6. Section 8 of the Agreement shall be deleted in its entirety and replaced with the following:

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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. 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 Agreement. 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 Agreement. If Contractor 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. Section 14 of the Agreement shall be deleted in its entirety.

8. A new Section, Indemnification, shall be added to the Agreement as follows:

Indemnification. Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

9. A new Section, Venue, shall be added to the Agreement as follows:

Venue. Venue for any dispute arising out of this Agreement shall be Manatee County, Florida.

10. A new Section, Insurance, shall be added to the Agreement as follows:

Insurance. Before performing any services, Contractor shall procure and maintain, during the life of the 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.

A) **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 Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract 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 services performed under the 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 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.

C) **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.

D) **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 Contract. 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 Contract, including any warranty periods.

E) **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 Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor 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 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 Contract.

F) By way of its execution of the Contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the 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 City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) 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: **PB-25-029NT**

b. Certificate shall be mailed to:

The City of Bradenton

101 Old Main Street

Bradenton, FL 34205

Attn: Purchasing

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.

_____	6-4-2025
_____, _____	Date
Brett M. Muscat d/b/a Muscat Painting & Decorating	
_____	_____
Gene Brown, Mayor	Date
City of Bradenton	
Erin Jones	06/04/2025
Erin Jones CPPB NIGP-CPP, Purchasing Manager	Date
City of Bradenton	

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AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES

THIS AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES, made and entered into on 22 March 2023 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BRETT M. MUSCAT D/B/A MUSCAT PAINTING & DECORATING, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H :

WHEREAS, CITY has publicly announced an Invitation to Bid seeking a vendor to furnish all labor, supervision, equipment, vehicles and materials as necessary to provide complete service to clean, prime and paint various types of traffic signal and street light equipment at various locations throughout CITY on an as-needed basis pursuant to Invitation to Bid No. 23-11JS; and

WHEREAS, CONTRACTOR has submitted a proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Traffic Signal and Street Light Painting Services so as to set forth the terms and conditions upon which CONTRACTOR will provide said services for CITY on an as-needed basis.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. City Manager means the City Manager of the City of Sarasota, Florida, or his designee.

B. Director means the Director of the Public Works Department of the City of Sarasota, or his designee.

C. Project Scope of Services means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes all labor, supervision, equipment, vehicles, and materials necessary to provide complete service to clean, prime, and paint various types of traffic signal and street light equipment at various locations

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throughout CITY on an as-needed basis. A more detailed description of the Project Scope of Services is set forth in the Minimum Specifications and Technical Specifications included within Invitation to Bid #23-11JS, with a photocopy thereof attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide the Project Scope of Services in strict conformance with Exhibit A. CONTRACTOR thereby covenants to provide any or all of the tasks and subtasks identified within Exhibit A. CONTRACTOR will provide the Project Scope of Services in strict conformance with Invitation to Bid No. 23-11JS, a copy of which is on file in the Offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Invitation to Bid No. 23-11JS. This includes, but is not limited to, the insurance and indemnification requirements set forth therein. In the event of any conflict between the terms set forth in the main body of this Agreement and Invitation to Bid No. 23-11JS, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth within Exhibit A, followed by the terms and conditions set forth within Exhibit B, followed by the terms and conditions set forth within Invitation to Bid No. 23-11JS.

2. Project Scope of Services: CONTRACTOR will provide the Project Scope of Services as instructed by the Director on an as-needed basis pursuant to a schedule approved, in advance, in writing by the Director. The Director will be responsible for providing CONTRACTOR notice as to when and where the Project Scope of Services will be required. The Director will cause a Purchase Order to be prepared which identifies any specific Project Scope of Services desired by CITY and to be provided by CONTRACTOR. The Purchase Order will include the specific components of the Project Scope of Services and will set forth the schedule upon which said services must be provided by CONTRACTOR. The Purchase Order will also

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specifically identify the locations at which such Project Scope of Services will be provided. CONTRACTOR will not commence any of the Project Scope of Services until a notice to proceed has been provided by the City Manager. CONTRACTOR covenants that the Project Scope of Services must be completed to the satisfaction of the City Manager. There is no assurance as to any minimum amount of Project Scope of Services to be provided by CONTRACTOR. Consequently, there is no assurance that CITY will purchase from CONTRACTOR any minimum amount of Project Scope of Services. The City Manager will be entitled at all times to be advised, in writing, at his request, as to the status of work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadlines or provide the Project Scope of Services to the satisfaction of the City Manager, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay or the reason for inability to provide the Project Scope of Services.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services based upon the unit prices set forth in the Itemized Bid Tabulation submitted by CONTRACTOR in response to Invitation to Bid No. 23-11JS. A photocopy of said Itemized Bid Tabulation is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to determine the unit prices (not the total prices) to be paid CONTRACTOR for the Project Scope of Services provided by CONTRACTOR to CITY. The fees set forth in this Section 3 include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. CITY will pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. CONTRACTOR may invoice CITY no more often than monthly. The amount set forth in each invoice must be consistent with the unit prices set forth in this Section 3. No amount

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of compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR.

4. Term: The term of this Agreement will commence upon complete execution by each of the parties. The initial term of this Agreement will be for a period of three (3) years. CITY may renew this Agreement for up to two (2) additional one-year periods upon the mutual agreement of the parties. The City Manager is hereby authorized to administratively approve and execute any of these Agreement extensions so long as there is no increase in the cost or fees to be paid by CITY.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 5 is adequate additional consideration supporting this termination for convenience clause.

6. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

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7. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide 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, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.

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

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

SHAYLA GRIGGS, CITY AUDITOR AND CLERK
SHAYLA.GRIGGS@SARASOTAFL.GOV
(941) 263-6385
1565 FIRST STREET
SARASOTA, FL 34236

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CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not limited to, an action for specific performance.

8. Employment Eligibility: By entering into this Agreement, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, entitled "Employment eligibility." This obligation includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Failure to comply with this Section 8 will result in termination of this Agreement. If a subcontractor knowingly violates Section 448.095, Florida Statutes, the subcontractor must be immediately terminated by CONTRACTOR. Pursuant to Section 448.095, Florida Statutes, any legal challenge to termination must be filed in the Circuit Court of Sarasota County no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated because CONTRACTOR violated Section 448.095, Florida Statutes, CONTRACTOR cannot be awarded a public contract for a period of one (1) year after the date of said termination.

9. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer

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or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

10. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

11. Remedies - Cumulative: All remedies conferred to CITY are cumulative and no one exclusive of the other, or any other remedy conferred by law.

12. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

13. Entire Agreement: This Agreement, including Invitation to Bid No. 23-11JS on file at the office of the Financial Administration Purchasing Division of CITY constitutes the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

14. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

15. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes.

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16. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Muscat Painting & Decorating
555 Ashland Avenue
East Dundee, Illinois 60118
Attn: Brett M. Muscat, Owner

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on 22 March 2023 by the **City of Sarasota, Florida**.

DATED on 23 February 2023 by **Brett M. Muscat d/b/a Muscat Painting & Decorating.**

CITY OF SARASOTA, FLORIDA

By: DocuSigned by: Kyle S. Battie 29E865E08F9D495... _____
Kyle Battie
Mayor

ATTEST:

By: DocuSigned by: Shayla Griggs CDE4CA15935542F... _____
Shayla Griggs
City Auditor and Clerk

Approved as to form and correctness

By: DocuSigned by: Robert Fournier 034BE83CD0D6440... _____
City Attorney

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BRETT M. MUSCAT D/B/A MUSCAT PAINTING & DECORATING

By: DocuSigned by: Brett Muscat
B9C72D8E78EC401...

Brett M. Muscatt
Owner

Tammy/Agreements/K-O/Muscat (2/13/23)

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ITB #23-11JS
Traffic Signal and Street Lights Painting

I. MINIMUM SPECIFICATIONS

A. SCOPE OF WORK

The successful bidder shall furnish all labor, supervision, equipment, vehicles, and materials as necessary to provide complete service to clean, prime, and paint various types of traffic signal and street light equipment at various locations throughout the City of Sarasota.

B. INSTRUCTIONS TO BIDDERS

1. All work shall conform to all existing City of Sarasota Codes, Specifications, Technical and Special Provisions, Regulations including lockout/tag-out procedures, Steel Structures Painting Council's Good Painting Practices, Systems and Specifications, and O.S.H.A. standards. If any regulations, codes, specifications, provisions, or standards conflict, the more stringent shall govern. The work must be accomplished with professional methods and standards of the trade.

2. Upon receipt of a purchase order for a project, the Contractor shall complete the project within the contract days of the specific work assignment. Contract days of the specific work assignment shall commence no later than 30 (thirty) days after Contractor receives the work assignment, but work shall not commence until Notice to Proceed is provided by the City of Sarasota. Notice to Proceed, by document via facsimile or e-mail, will not be granted until MOT plans, and other pre-construction activities have been submitted to and approved by City of Sarasota or their authorized representative.

3. Call back or follow-up work to correct previous work, WILL NOT be charged to the City if the work is the result of improper repairs or installation of substandard parts or materials furnished by the Contractor.

4. Maintenance of Traffic personnel, equipment, and material shall be provided, installed, maintained and removed in accordance with current FDOT, MUTCD and City of Sarasota Standards. All costs related to MOT shall be considered incidental to the work and no additional line items will be provided. If conflict occurs between entities, the more stringent will govern.

C. SUPERVISION AND INSPECTION

Items of work will be inspected a minimum of three (3) times by a representative of Traffic Operations.

1. After they have been cleaned.
2. After they have been primed.
3. After the finish coat(s) have been applied.

The Contractor shall notify Public Works, Traffic Operations, forty-eight (48) hours prior to commencement of any work activities. In addition, the Contractor shall notify the designated representative of Traffic Operations 24 hours prior to the prime and finish coats being applied.

D. RESPONSIBILITY OF THE CONTRACTOR FOR POLE PAINTING

The Contractor shall be responsible for any damage due to negligence on his part to any person(s) and/or property while performing work under this contract.

The Contractor shall provide vehicles and equipment for the use of his work force and that are properly equipped for performance of the work, as determined solely by the City of Sarasota Traffic Operations.

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E. BILLING INVOICES
Upon completion of the project, the Contractor shall mail or deliver to Traffic Operations a work order and copy of invoice. The original invoices shall be mailed or delivered to the City of Sarasota, Public Works, 1761 12th Street, Sarasota, FL 34236.

F. WORK EXPERIENCE REQUIREMENTS
The Contractor shall have a minimum of three (3) years' experience in the cleaning and painting of aluminum, galvanized steel and steel structures, in cleaning and painting traffic signal and street light pole assemblies. All equipment necessary to perform this contract (i.e. sandblasting equipment, bucket trucks, and containment equipment) shall be owned or leased and operated by the Contractor for the entire length of the contract.

G. CERTIFICATIONS
1. Contractor shall have on his staff a person with the Florida Advanced MOT Qualification and all employees utilized for flagging operations shall have proper flagging certification as recognized and accepted by FDOT.
2. Contractor shall have an employee which holds a current NACE Certified Coating Inspector-Level 1 Certification.

H. SUBCONTRACTOR
The Contractor shall not subcontract any work as required under this contract, unless approved by the City.

I. REQUIRED BID SUBMITTALS
1. **The bidder is required to bid on all line items** on the Electronic Bid Form in order for their bid to be considered responsive. Electronic Bid Form must be uploaded with bid submittal.
2. Florida Advanced MOT Qualifications and holder's names
3. Flagging Certifications
4. NACE Certified Coating Inspector-Level 1 Certification
5. State of Florida Divisions of Corporations Registration Proof

J. CONTRACT TERM
The initial contract period shall be for **three (3) years, with the option to be extended for two (2) additional one (1) year periods,** upon mutual consent of both parties.

K. CONTRACT PRICING
Contract prices to be paid in the initial term of the Agreement will not change from the bid amount. At least sixty (60) days prior to the contract term renewal date, Contractor may request a price adjustment to be applicable during a renewal term. Contractor must, with the request for the price adjustment, provide written justification for any increase in contract prices. The price adjustment is subject to written approval of the City memorialized in a written amendment to the Agreement. Under no circumstances will the City approve a price adjustment which exceeds the contract price for the preceding twelve (12) months by three (3) percent or more. No retroactive price adjustments will be approved by the City. If the Contractor fails to submit a written request for a price adjustment at least sixty (60) days prior to the contract term renewal date, the current contract pricing will remain in effect during any contract renewal term.

II. TECHNICAL SPECIFICATIONS

A. The Contractor shall assure conditions on the work site reflect good housekeeping and safety practices at all times.

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B. All coatings shall be free from peeling, cracking, bubbling, flaking or other defects due to application failure for a period of one (1) year. Any additional warranty by the coating manufacturer will be forwarded to the City.

C. The MOT plan may be submitted by Contractor. The Contractor shall provide a Traffic Control Plan, prepared by and signed and sealed by a licensed Florida Professional Engineer who has successfully completed advanced training in Maintenance of Traffic. The plan shall be site specific unless the work requires nothing more than a direct application of a current Florida Department of Transportation (FDOT) 600 standard index. The plans shall indicate a traffic control plan for each phase of the Contractor's activities with all barricades, construction signage, work zone signs, and advance warning arrow panel, flaggers, etc. The Contractor may not begin work until a traffic control plan is approved in writing by the City Engineer's representative.

   The approved Traffic Control Plan may be modified to fit field conditions by a person who has successfully completed advanced training in Maintenance of Traffic, but if modification changes the concept of the approved MOT, it is required to be prepared by and signed and sealed by a qualified Florida Professional Engineer as mentioned above. Except in an emergency, no changes to the approved plan are allowed until written approval is received.

   A Maintenance of Traffic plan shall be provided no less than ten (10) business days prior to start of construction.

D. This bid for services describes the work and materials required to clean, prime, and paint the surfaces of signal poles, pedestrian poles, street light poles, mast arms, and other appurtenances utilized in traffic signal and street light operations located within the City of Sarasota. For each work assignment, Traffic Operations will provide to the Contractor a drawing of locations indicating structures to be refinished and the colors required.

E. The Contractor shall not clean, prime, or paint appurtenances that have not previously been painted. For example, the Contractor is asked to clean, prime, and paint a signal head. The back plate is constructed of a polyvinyl-type material and the mounting hardware is constructed of bare aluminum.

F. All operations and tasks performed by the Contractor shall comply with the specifications and business practices set forth in the Steel Structures Painting Council's Systems and Specifications, Seventh Edition and Good Painting Practice, Third Edition Manuals or most current edition.

G. Street name signs shall be bagged during cleaning operation but shall be un-bagged during painting operations. All other signage and signal heads shall remain in operation and shall not be bagged or otherwise covered.

H. Material shall be used and applied in strict accordance with the manufacturer's directions. No coatings shall be applied to pole surfaces unless they are free from rain, dew or other moisture or as per manufacturer's recommendations. Furthermore, no coatings shall be applied if they cannot be expected to dry before any precipitation is reasonably predicted.

I. Traffic control signs and signal heads attached to poles shall keep free of paint. All signs, signals and other pertinence attached to mast arms and poles shall be kept free of paint. All signs, signals and other pertinences attached to mast arms and poles defaced or damaged by paint or by cleaning procedures shall be replaced by City crews at the Contractor's expense.

J. Signal Heads as stated herein shall refer to or consist of a 3 section, 5 section or pedestrian head, or any combination thereof.

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K. Decorative Street Light Pole as stated herein shall refer to the base pole. Typical detail sheets have been provided for reference.

L. All paint and primer shall be applied with either a brush or a roller in accordance with SSPC standards and the manufacturer's recommendations. Spray is only acceptable for poles, mast arms and other items transported to the Contractor's site for material application. Bid items 36 through 58 on the Bid Form are for items to be cleaned, primed, and painted at the Contractor's facility. Contractor is not responsible for delivery to or from the Contractor's facility. Delivery shall be by others.

M. All activities of work shall normally be performed Monday through Friday, 7:00 a.m. through 7:00 p.m. Traffic Operations reserves the right to restrict any or all activities of work at major and/or congested intersections to off-peak hours.

N. When specifications sited or reference herein conflict, the more stringent shall govern.

O. CLEANING

1. All steel structures shall be cleaned in accordance with the Joint Surface Preparation Standards SSPC- SP 6/NACE No. 6 Commercial Blast Cleaning, unless approved by Traffic Operations as described in Item 5. below.

2. Containment of materials shall be in accordance with the Class 3A classification as referenced in SSPC-Guide 6. Any and all debris cleaned from the poles, masts and appurtenances, including blasting media shall be removed from the site by the Contractor before leaving the site on a daily basis.

3. Ventilation within a confined area for offsite cleaning shall be in conformance with Class 4A classification in SSPC-Guide 6 or as required by others. In case of conflict, the more stringent shall govern.

4. Blasting material shall be "Black Beauty" or equal as approved by Traffic Operations so to minimize airborne dust.

5. Cleaning procedures may also be or include the following types as approved by Traffic Operations:

   a. Solvent Cleaning-SSPC-SP 1: Solvent cleaning is a method for removing all visible oil, grease, soil, drawings and cutting compounds and other soluble contaminants from steel structures. It is intended that solvent cleaning be used prior to the application of paint and in conjunction with surface preparation methods specified for the removal of rust, mill scale or paint.

   b. Power Tool Cleaning-SSPC-SP 3: Power tool cleaning is a method of preparing steel surfaces by the use of power assisted hand tools. Power tool cleaning removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. It is not intended that adherent mill scale, rust and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. SSPC-VIS 3, ISO 8501- 1:1988 or other visual standards of surface preparation agreed upon by the contracting parties may be used to further define the surface.

   c. Any combination of these cleaning methods can be utilized within a specific work assignment. If the more intensive cleaning combination is over 20% of the

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structure, then the work assignment will be authorized for more intensive cleaning method.

For example: A structure is to be cleaned utilizing cleaning method SSPC-SP 1-Solvent Cleaning but has some areas of rust that need to be cleaned utilizing SSPC-SP 3-Power Tool Cleaning. If the areas to be cleaned utilized SSPC-SP 3-Power Tool Cleaning are less than 20% of the structure, the work assignment will be authorized for SSPC-SP-1 Solvent Cleaning and the other areas shall be considered incidental. If the areas to be cleaned utilizing SSPC0-SP 3 are 20% or more, then the work assignment shall be authorized for SSPC-SP 3. Also, different cleaning methods can be utilized on different poles within the same intersection. The specific work assignment will indicate the City's intent of method to be used but reserves the right to modify the specific work assignment in the case of unforeseen areas.

d. Inspections of steel structure will be gauged by the most current Steel Structures Painting Council's guidelines.

P. PRIMING

The entire item of work shall be coated with one (1) coat of Ameron's Amerlock 400 high-solids epoxy coating. The coat shall have a uniform dry film thickness of 4 to 8 mils and be applied per manufacturer's specifications or better.

Q. PAINTING

The entire item of work shall be coated with two (2) coats of Ameron's PSX 700 engineered siloxane coating. Each coat shall have a uniform dry film thickness of 3 to 7 mils and be applied per manufacturer's specifications or better.

R. MATERIALS

The two (2) coats of Ameron's PSX 700 shall normally be either Brown RT-1402 or Black BK-1 or Sherman Williams Hunt Club Green #6468. The City reserves the right to require the use of other colors specific to certain work items. The color shall be specified on the location drawing or work assignment to be provided by the City.

Notwithstanding information and specifications provided by the Contractor, the City Engineer or his approved designee, reserves the right to reject any or all materials or equipment which in his opinion are not suitable for their intended use.

S. SAFETY

1. The Contractor shall, at all times, take proper precautions (i.e. barricades, tape, warning signs, etc.) to protect the public from paint splatter or injury to that may result from work in progress and from the storage of the materials, tools and equipment within City of Sarasota and/or FDOT right-of-ways.

2. No equipment shall be stored overnight within the City/County or FDOT right-of-ways without prior approval of the City of Sarasota Traffic Operations. If approved, stored equipment and materials in the right-of-way shall have proper barricades, signage, etc., in accordance with FDOT specifications.

3. All debris and waste shall be disposed of properly in accordance with City, State and Federal guidelines and removed from the site on a daily basis. In the case of conflict, the more stringent shall apply.

4. Contractor shall at all times be in compliance with current OSHA regulations and solely responsible to supervise work crews for compliance.

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T. LOCATION OF WORK

1. The City will provide drawings to the Contractor with the locations of the items to be painted when the work assignment is issued.

2. The City will require a field visit of each location with the Contractor prior to issuance of the Purchase Order.

3. The contract will also be used for coating of structures at the Contractor's place of business. The Contractor will not be responsible for delivery of structures to be coated to or from his/her place of business, but will be responsible for the proper storage, handling, and security of said structures while at the Contractor's place of business. Line items 36 through 58 have been provided for the tasks of cleaning, priming and painting of items at the Contractor's place of business.

4. The Contractor shall have a place of business that provides for proper storage and security measures as approved by the City's Traffic Operations. The facilities must be suitable for the type of work being performed, such as but not limited to proper ventilation and containment of blasting materials. The location shall be located within 40-mile radius of the City of Sarasota Traffic Operations storage facility located at 1761 12th Street, Sarasota, FL 34236.

5. The Contractor shall have at his place of business the necessary and proper equipment for loading and unloading items to be painted on such premises. Equipment shall be of a nature to not cause damage to the work items being loaded or unloaded. The Contractor shall be responsible for repair or replacement of any items damaged during loading or unloading procedures. The decision for an item to be repaired or replaced shall be in the sole opinion of the City Engineer, or approved designee.

U. SCHEDULING

1. Upon receipt of Notice to Proceed with a project, the successful bidder shall complete the project within the contract days of the specific work assignment. Contract days of the specific work assignment shall commence no later than Thirty (30) days after the Contractor receives the work assignment, but work shall not commence until Notice to Proceed is provided by the City of Sarasota. Notice to Proceed will not be granted until MOT plans, and other pre-construction activities have been submitted and approved.

2. Total contract time stated on each assignment shall be considered the Substantial Completion date. The Contractor shall have 14 calendar days to complete punch list items and final paperwork for closing out project.

V. WEATHER DELAYS

1. Days shall be added to the specific work assignment contract time when delays are caused by inclement weather. These delays may be caused by weather events occurring during work hours or that affect site conditions in which the Contractor may not be able to perform activities on the critical path of the schedule.

2. In a situation which the Contractor and Traffic Operations or its authorized representative do not agree in the determination of a contract day being considered as an extension of specific work assignment, the determination will be at the sole discretion of the City Engineer.

W. APPURTENANCES

1. When referenced in text, shall consist of attachments to the poles, mast arms, illuminated signs, or luminaries such as but not limited to pedestrian signal actuators and mounting

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hardware.

2. Appurtenances shall be considered incidental to the work.

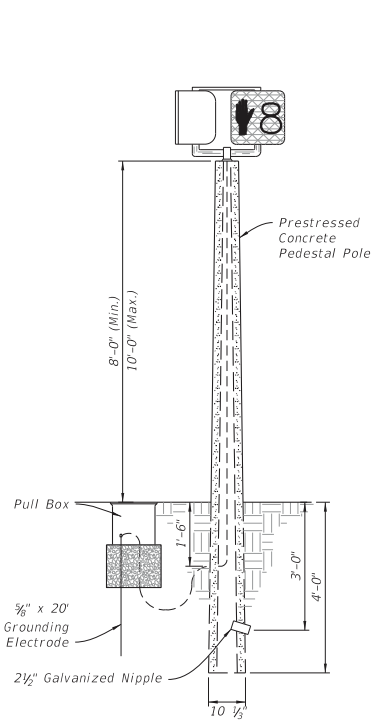
X. TIME AND MATERIAL

1. Bid items 38 through 40 are to be utilized for cleaning, priming and/or painting of any other structures related to traffic operations functions but that are not specifically listed on the Bid Form.

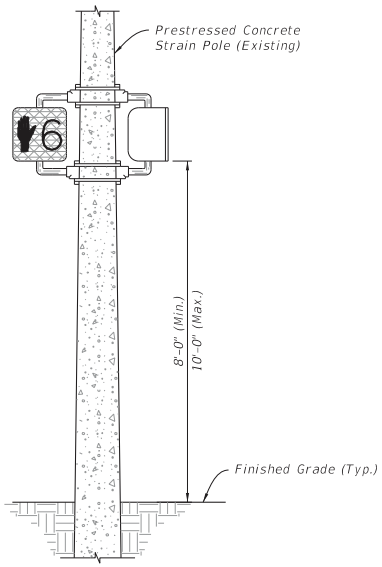
2. When material is to be paid for by the time and material method, material will be paid at Contractor's cost plus a mark-up. The mark-up may not exceed 10%. EXAMPLE: The method of calculation is as follows: Contractor's cost of material * 1.10 + tax and delivery paid by contractor=total cost to City of Sarasota.

3. As shown in the above formula example, the 10% mark-up shall be on material only and not allowed on tax, delivery, etc.

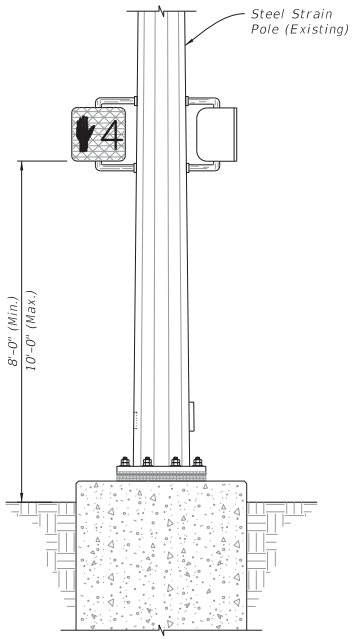
END OF SECTION



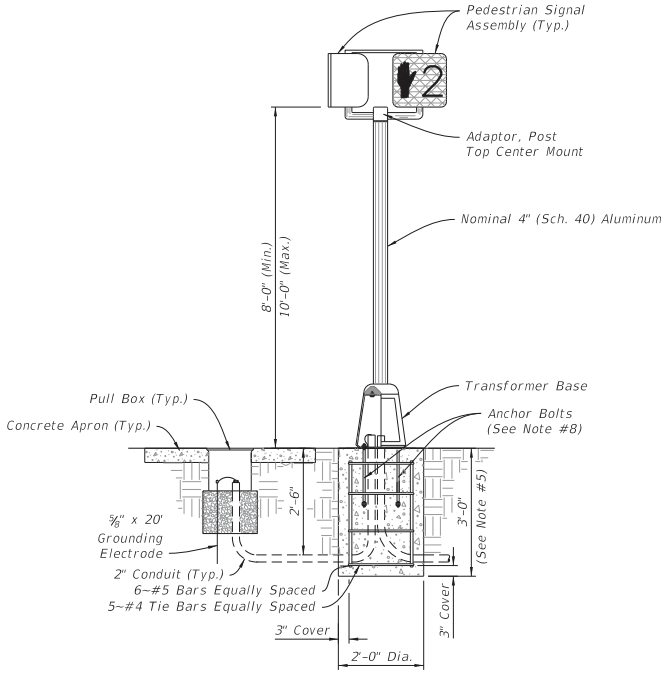
NEW CONSTRUCTION
(See Note 7)



EXISTING CONSTRUCTION



(See Note 6)



CONCRETE POLE MOUNTED SIGNAL

STRAIN POLE MOUNTED SIGNAL

PEDESTAL MOUNTED SIGNAL

NOTES:

1. As an option, pedestrian signals may be installed on concrete poles and pedestals using lead anchors (two bolts same size per hub) in lieu of the stainless steel bands.
2. Repair drilled or punched holes in galvanized steel poles or pedestals in accordance with Specifications 562. Install grommets or bushings in each hole.
3. Meet grounding requirements of Specifications 620.
4. See APL for Department-approved Pedestrian Signal Assemblies and hardware.
5. Construct footing with Class I Concrete, footing may be Cast-In-Place (CIP) or Precast.
6. For Steel Strain Poles see Index 649-010.
7. For Prestressed Concrete Poles see Index 641-010.
8. Install 4 ~ ¾" x 18" Anchor Bolts With Double Nuts. (ASTM F1554 Grade 55)
9. Meet the requirements of Specifications 646 for aluminum poles and transformer bases.

10/24/2018 3:33:16 PM

LAST REVISION	REVISION	DESCRIPTION:				
11/01/17		TR 19-39CM Traffic Signal and Street Lights Painting	FY 2019-20 STANDARD PLANS	Page 86	PEDESTRIAN CONTROL SIGNAL INSTALLATION DETAILS	INDEX 653-001 / SHEET 1 of 1

10:30 AM, September 02, 2019

LUMINAIRE:

MODEL: LAG1-YA-PF

- ☐ 50 WATT
- ■ 70 WATT
- ☐ 100 WATT
- ☐ 175 WATT
- ☐ 250 WATT
- ☐ 400 WATT
- ■ METAL HALIDE LAMP
- ☐ HIGH PRESSURE SODIUM

- ☐ 120 vac
- ☐ 208 vac
- ☐ 240 vac
- ☐ 277 vac
- ☒ 480 vac

DIFFUSER:

- ■ PATTERNED POLYCARBONATE
- ☐ ACRYLIC
- ☐ GLASS
- ☐ UVH IHIBITORS

PRISMATIC GLASS REFRACTOR:

- ■ TYPE III
- ☐ TYPE IV

ORNAMENTAL FINIAL:

- ■ YES ☐ BRASS ☐ ORNAMENTAL
- ☐ NO

ARM BRACKETS:

- ☐ SINGLE
- ☐ DOUBLE
- ☐ TRIPLE
- ☐ QUAD

HOUSE SHIELD:

- ☐ 90 DEG.
- ☐ 135 DEG.
- ☐ 180 DEG.

INTERNAL LOUVER:

- ☐ YES
- ☐ NO

POLE:

1700M-1050T-XX (SPECIFY HEIGHT)
WITH 36" STIFFENER FACTORY INSTALLED.

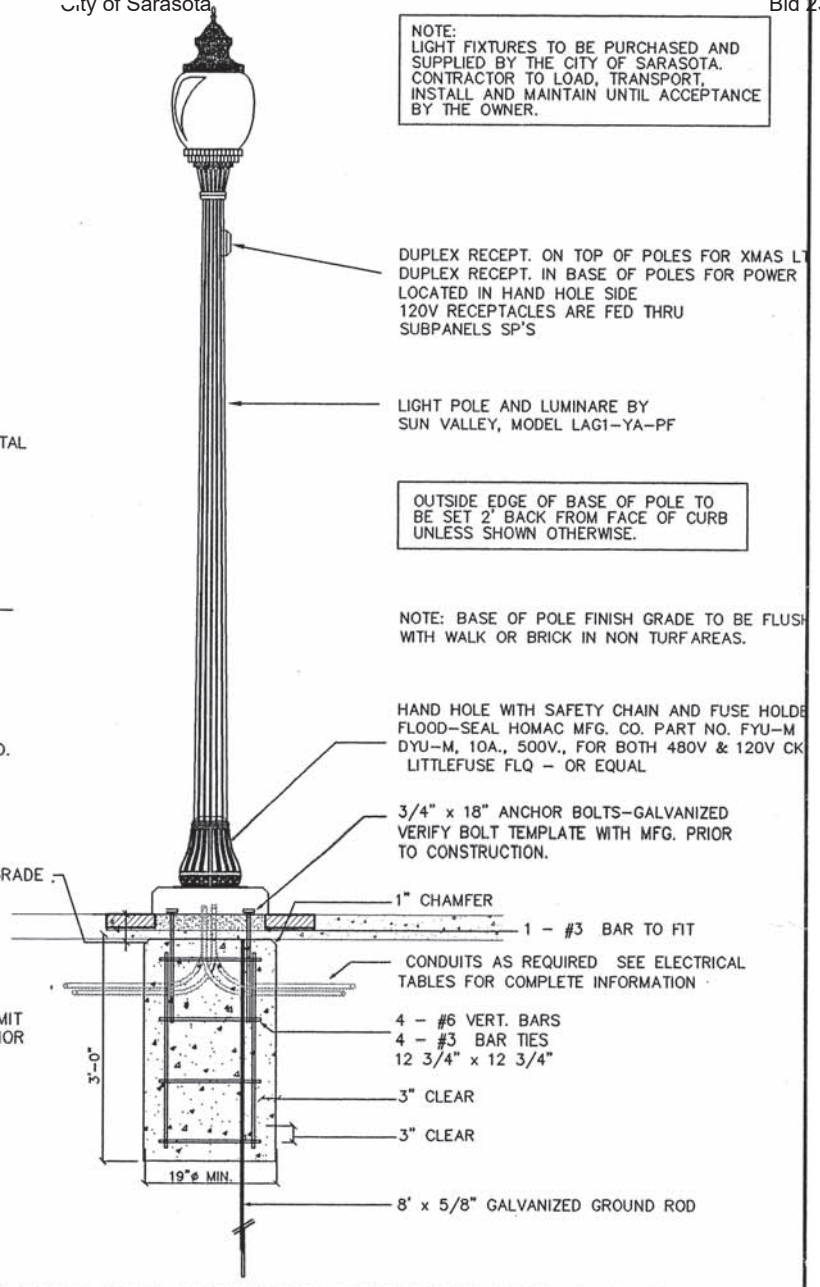
- ☐ 8' (SPECIAL ORDER)
- ☐ 10'
- ■ 12' ☐ 16'
- ☐ 14' ☐ 18'

FINISH:

- ■ TEXTURED "SARASOTA GREEN"
- ☐ UN-TEXTURED "SARASOTA GREEN"
- ☐ OTHER - SPECIFY COLOR

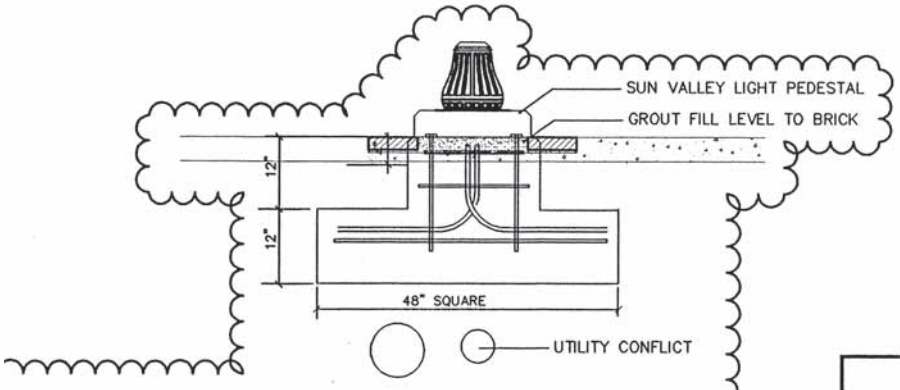
BY T.J. RONAN PAINT CORP. SUBMIT COLOR SAMPLE FOR APPROVAL PRIOR TO ORDERING.

NOTE:
LIGHT FIXTURES TO BE PURCHASED AND SUPPLIED BY THE CITY OF SARASOTA. CONTRACTOR TO LOAD, TRANSPORT, INSTALL AND MAINTAIN UNTIL ACCEPTANCE BY THE OWNER.



CITY OF SARASOTA STANDARD LIGHTING FIXTURE AND POLE

NTS



ALTERNATE BASE FOR UTILITY CONFLICTS

EXHIBIT A

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ITEMIZED BID TABULATION
ITB #23-11JS Traffic Signal and Street Lights Painting

				Muscat Painting & Decorating	
Item #	*Description*	*Estimated Quantity*	*Units measure*	*Unit Price*	*Price Extended*
1	Solvent Cleaning-SSPC-SP 1, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 feet, Normal working hours**	32	Each	$ 789.00	$ 25,248.00
2	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 feet, Other than normal working hours**	2	Each	$ 999.00	$ 1,998.00
3	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Normal working hours**	4	Each	$ 826.00	$ 3,304.00
4	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Other than normal working hours**	2	Each	$ 1,100.00	$ 2,200.00
5	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Normal working hours**	20	Each	$ 1,187.00	$ 23,740.00
6	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Other than normal working hours**	2	Each	$ 1,378.00	$ 2,756.00
7	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Normal working hours**	8	Each	$ 1,456.00	$ 11,648.00
8	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Other than normal working hours**	2	Each	$ 1,666.00	$ 3,332.00
9	Power Tool Cleaning-SSPC-SP3, prime with Ameron 400, and coat with Ameron's PSX 700 (2 coats), **Street Light Pole 30 nominal feet in height**	5	Each	$ 689.00	$ 3,445.00
10	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Pedestrian Pole (see typical pedestrian pole sheet)**	10	Each	$ 489.00	$ 4,890.00
11	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Sign Housing, in conjunction with other work. Housing 4 feet to 8 feet in length and 20 inches to 36 inches in height.**	14	Each	$ 278.00	$ 3,892.00

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ITEMIZED BID TABULATION
ITB #23-11JS Traffic Signal and Street Lights Painting

				Muscat Painting & Decorating	
Item #	*Description*	*Estimated Quantity*	*Units measure*	*Unit Price*	*Price Extended*
12	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Head**	24	Each	$ 140.00	$ 3,360.00
13	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 ft, Normal working hours**	32	Each	$ 978.00	$ 31,296.00
14	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 ft, Other than normal working hours**	2	Each	$ 1,178.00	$ 2,356.00
15	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Normal working hours**	4	Each	$ 1,389.00	$ 5,556.00
16	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Other than normal working hours**	2	Each	$ 1,589.00	$ 3,178.00
17	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Normal working hours**	20	Each	$ 1,649.00	$ 32,980.00
18	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Other than normal working hours**	2	Each	$ 1,915.00	$ 3,830.00
19	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Normal working hours**	8	Each	$ 2,023.00	$ 16,184.00
20	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Other than normal working hours**	2	Each	$ 2,315.00	$ 4,630.00

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ITEMIZED BID TABULATION
ITB #23-11JS Traffic Signal and Street Lights Painting

				Muscat Painting & Decorating	
Item #	*Description*	*Estimated Quantity*	*Units measure*	*Unit Price*	*Price Extended*
21	Commercial Blast Cleaning –SSPC-SP6, prime with Amerlock 400 and coat with Ameron's PSX 700 (2 coats), **Street Light Pole 30 nominal feet in height**	4	Each	$ 1,240.00	$ 4,960.00
22	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Pedestrian Pole (see typical pedestrian pole sheet)**	24	Each	$ 679.00	$ 16,296.00
23	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Sign Housing, in conjunction with other work. Housing 4 feet to 8 feet in length and 20 inches to 36 inches in height.**	16	Each	$ 386.00	$ 6,176.00
24	Power Tool Cleaning-SSPC-SP3, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Head**	24	Each	$ 194.00	$ 4,656.00
25	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 ft, Normal working hours**	32	Each	$ 1,760.00	$ 56,320.00
26	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Signal Pole (mast) approx 25 ft, Other than normal working hours**	2	Each	$ 2,116.00	$ 4,232.00
27	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Normal working hours**	4	Each	$ 2,497.00	$ 9,988.00
28	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm up to 25 nominal feet in length, Other than normal working hours**	2	Each	$ 2,860.00	$ 5,720.00
29	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Normal working hours**	20	Each	$ 2,968.00	$ 59,360.00
30	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 25 feet to 50 nominal feet in length, Other than normal working hours**	2	Each	$ 6,894.00	$ 13,788.00

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ITEMIZED BID TABULATION
ITB #23-11JS Traffic Signal and Street Lights Painting

				Muscat Painting & Decorating	
Item #	*Description*	*Estimated Quantity*	*Units measure*	*Unit Price*	*Price Extended*
31	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Normal working hours**	8	Each	$ 2,678.00	$ 21,424.00
32	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Mast Arm 50 feet to 78 nominal feet in length, Other than normal working hours**	2	Each	$ 2,878.00	$ 5,756.00
33	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Pedestrian Pole (see typical pedestrian pole sheet)**	24	Each	$ 715.00	$ 17,160.00
34	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Sign Housing, in conjunction with other work. Housing 4 feet to 8 feet in length and 20 inches to 36 inches in height.**	16	Each	$ 421.00	$ 6,736.00
35	Solvent Cleaning-SSPC-SP 1, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Decorative Street Light Pole 12 ft (see typical decorative Pole Sheet)**	32	Each	$ 389.00	$ 12,448.00
36	Commercial Blast Cleaning-SSPC-SP6, prime with Ameron's Amerlock 400, and coat with Ameron's PSX 700 (2 coats), **Decorative Street Light Pole 12 ft**	32	Each	$ 789.00	$ 25,248.00
37	Solvent Cleaning-SSPC-SP 1, prime with Amerson's Amerlock 400, and coat with Amerson's PSX 700 (2 coats), **Street Light Pole 30 nominal feet in height**	5	Each	$ 829.00	$ 4,145.00
38	**Qualified Cleaner (Blast) with all necessary equipment**	300	Ft.	$ 8.00	$ 2,400.00
39	**Qualified Cleaner (Solvent or Power Tool) with all necessary equipment**	300	Ft.	$ 6.00	$ 1,800.00
40	**Qualified Painter with all necessary equipment**	300	Ft.	$ 2.00	$ 600.00
41	**Material Mark-up (not to exceed 10%)**				0.00%
TOTAL BID PRICE (Sum of item totals 1 thru 40)					**$ 469,036.00**

EXHIBIT B 4 of 4

DocuSign

Certificate Of Completion

Envelope Id: CA571A36AAA14D0C8D671FCC71952D00
Status: Completed
Subject: Complete with DocuSign: 23-11JS Contract Agreement_Muscat Painting.pdf
Source Envelope:
Document Pages: 22
Signatures: 4
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Jessica Smith
1565 1st Street
Sarasota, FL 34236
Jessica.Smith@sarasotaFL.gov
IP Address: 163.116.250.41

Record Tracking

Status: Original
2/23/2023 9:04:42 AM
Holder: Jessica Smith
Jessica.Smith@sarasotaFL.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dennis Hughes dennis.hughes@sarasotafl.gov Traffic Tech II Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2023 10:26:41 AM ID: df7cf26e-4bdd-4bcf-a764-6dcfd08a0b85	**Completed** Using IP Address: 199.181.82.4	Sent: 2/23/2023 9:12:44 AM Viewed: 2/23/2023 10:26:41 AM Signed: 2/23/2023 10:27:37 AM
Brett Muscat brett@muscatpainting.com x Muscat Painting & Decorating 555 Ashland Avenue East Dundee, Illinois Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 2/23/2023 11:04:19 AM ID: e745b922-3e8c-4f25-a6f3-6b6e5b84534f	DocuSigned by: Brett Muscat B9C72D8E78EC401... Signature Adoption: Pre-selected Style Using IP Address: 73.22.145.135	Sent: 2/23/2023 10:27:42 AM Viewed: 2/23/2023 11:04:19 AM Signed: 2/23/2023 11:04:29 AM
Jessica Smith Jessica.Smith@sarasotaFL.gov City of Sarasota Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 163.116.250.44	Sent: 2/23/2023 11:04:33 AM Viewed: 3/20/2023 9:52:40 AM Signed: 3/20/2023 9:52:49 AM
Lauren Sullivan Lauren.Sullivan@sarasotaFL.gov City of Sarasota Signing Group: CAC Contract Processing Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 199.181.82.4	Sent: 3/20/2023 9:52:51 AM Viewed: 3/20/2023 11:55:41 AM Signed: 3/20/2023 11:58:44 AM

Signer Events	Signature	Timestamp
Kyle Battie Kyle.Battie@sarasotaFL.gov Mayor Signing Group: City Mayor Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 29E865E08F9D495... Signature Adoption: Drawn on Device Using IP Address: 174.228.160.227 Signed using mobile	Sent: 3/20/2023 11:58:46 AM Viewed: 3/22/2023 6:17:31 AM Signed: 3/22/2023 6:17:48 AM
Shayla Griggs shayla.griggs@sarasotafl.gov City Auditor and Clerk City of Sarasota Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: CDE4CA15935542F... Signature Adoption: Uploaded Signature Image Using IP Address: 163.116.250.39	Sent: 3/22/2023 6:17:50 AM Viewed: 3/22/2023 9:18:30 AM Signed: 3/22/2023 9:18:37 AM
Robert Fournier Robert.Fournier@sarasotaFL.gov City of Sarasota Signing Group: Attorney Contracts Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: 034BE83CD0D6440... Signature Adoption: Pre-selected Style Using IP Address: 47.206.91.141	Sent: 3/22/2023 9:18:39 AM Viewed: 3/22/2023 10:11:42 AM Signed: 3/22/2023 10:12:46 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Nick Dazio Nick.Dazio@sarasotaFL.gov City of Sarasota Signing Group: Records Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/22/2023 10:12:48 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/22/2023 10:11:42 AM
Signing Complete	Security Checked	3/22/2023 10:12:46 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/22/2023 10:12:48 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Sarasota (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Sarasota:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: herminio.rodriguez@sarasotafl.gov

To advise City of Sarasota of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at herminio.rodriguez@sarasotafl.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Sarasota

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to herminio.rodriguez@sarasotafl.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Sarasota

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to herminio.rodriguez@sarasotafl.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Sarasota as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Sarasota during the course of your relationship with City of Sarasota.

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-030MK with Hydromax USA LLC

SUGGESTED ACTION: Approve the Agreement for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Hydromax USA LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish hydrant and valve maintenance, repair, and flushing services. This Contract is in accordance with the specifications per Agreement No. 604913-24/LAS between Seminole County, Florida and the Contractor, attached hereto and incorporated herein as Exhibit A including pricing for a base contract period dated from the authorized signing of this document through March 27, 2028.

FINANCIAL IMPACT:
(Water Distribution) Hydrant/Valve Maintenance & Repair Services Fund 402 (Water/Sewer Fund), Cost Center 53310 (PWU Water Distributions), 534000 (Contractual Services)

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the agreement PB-25-030MK with Hydromax USA LLC.

ATTACHMENTS:
Agreement PB-25-030MK with Hydromax USA LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-030MK BETWEEN
THE CITY OF BRADENTON AND HYDROMAX USA LLC

Hydromax USA LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish hydrant and valve maintenance, repair, and flushing services. This Contract is in accordance with the specifications per Agreement No. 604913-24/LAS between Seminole County, Florida and the Contractor, for the provision of hydrant and valve maintenance, repair, and flushing services, including all amendments thereto, and the Invitation for Bid ("IFB") No. 604913-24/LAS ("Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through March 27th, 2028, with the following modifications:

1. All references to "Seminole County" and "County" shall be replaced with "City of Bradenton" and "City".
2. All references to "1101 E. 1st Street, Sanford, Florida 32771" shall be replaced with "101 Old Main Street, Bradenton, Florida 34205".
3. Section 16 of the Agreement shall be deleted in its entirety and replaced with the following:

Indemnification. Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

4. Section 18 of the Agreement shall be deleted in its entirety.

5. Section 25 of the Agreement shall be deleted in its entirety and replaced with the following:

Public Records. Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

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 Contract Term and following completion of the Contract if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

6. Section 26 of the Agreement shall be modified to reflect that the sole jurisdiction and venue for any legal action in connection with the Agreement shall be in Manatee County, Florida.
7. Section 29 of the Agreement shall be modified to reflect that all notices to the City required under the Agreement shall be delivered to the following addresses:

To City:	City of Bradenton Attn: Purchasing Dept 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**

8. Section 32 of the Agreement shall be deleted in its entirety and replaced with the following:

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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. 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 Agreement. 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 Agreement. If Contractor 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.

9. Exhibit "B" to the Agreement shall be deleted and replaced with a sample City of Bradenton Purchase Order and the City of Bradenton General Terms and Conditions of Purchase Orders.

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.

Michael Farmer, CFO
Hydromax USA LLC

6/3/25
Date

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones
Erin Jones CPPB NIGP-CPP, Purchasing Manager
City of Bradenton

06/04/2025
Date

TERM CONTRACT FOR HYDRANT & VALVE MAINTENANCE, REPAIR, AND FLUSHING
(IFB-604913-24/LAS)

THIS AGREEMENT is dated as of the 27th day of March 2025, by and between **HYDROMAX USA LLC**, duly authorized to conduct business in the State of Florida, whose address is 3700 River Walk Dr., Suite 145, Flower Mound, TX, 75028, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

Section 6. Payment and Billing.

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

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

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

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

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

(3) A copy of the invoice must be sent to:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

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

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

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

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

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

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

Section 9. Termination.

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

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

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

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

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

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

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

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

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

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

Section 13. Conflict of Interest.

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

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

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

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

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

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required

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under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a

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current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

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

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees

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on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance

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must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2023), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set

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forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2023), as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers'

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Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the

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event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Excess/Umbrella Liability.

(A) CONTRACTOR's insurance must follow form above the Commercial General Liability, Automobile Liability, and Employer's Liability policies.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(5) Pollution Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for all of the following:

1. Bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death.

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use of such property, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.

3. Defense costs including costs, charges, and expenses

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incurred in the investigation, adjustment, or defense of claims for such compensatory damages.

(B) If CONTRACTOR is operating a hazardous or non-hazardous treatment, storage, or disposal facility, coverage for losses that arise from the insured facility that is accepting the waste.

(C) Coverage must apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

(D) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

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

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

Section 19. Representatives of COUNTY and CONTRACTOR.

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

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

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

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commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

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

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

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

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

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All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

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

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

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

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

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

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

For COUNTY:

Seminole County Utilities Operations Division
500 W. Lake Mary Boulevard
Sanford, FL 32773

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With a copy to:

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

For CONTRACTOR:

Hydromax USA LLC
3700 River Walk Dr, Suite 145
Flower Mound, TX 75028

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

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

Section 32. E-Verify System Registration.

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

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief

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that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in section 501.171, Florida Statutes (2023), CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes (2023).

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

ATTEST:

Witness

Date: 3/27/2025

Witness

Date 3/27/2025

HYDROMAX USA LLC

By: _____

Michael Farmer, CEO

Date: 3/27/25

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

By: _____
GLADYS MARROZOS,
Procurement Administrator

Date: 3-27-25

As authorized for execution by the Board of County Commissioners at its March 25th, 2025, regular meeting.

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G – Human Trafficking Affidavit

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EXHIBIT A- SCOPE OF SERVICES

Fire Hydrants - Valves Maintenance, Repair and Flushing – Hydrant / Valve Maintenance Services

Part 1: General Scope

GENERAL DESCRIPTION:
The Seminole County Utilities Department (SCUD) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCUD water distribution system. SCUD will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format. This scope is designed to include all hydrant and valve maintenance activities, but for the purposes of this specific request the focus will be on hydrant and valve maintenance and flushing activities included therein.

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

STANDARDS:

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

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

Contractor's Personnel:
The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the

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described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCUD distribution systems.

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

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time, the contractor's personnel are working within the SCUD distribution systems, notification is required to the SCUD SCADA Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

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

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

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

SCOPE OF SERVICES:

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

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Single Hydrant Testing Procedure

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact SCUD SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15-minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied.
- Color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCUD request.
- Replace (if defective) hydrant ID tag or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.

** Document any operational deficiencies and/or miscellaneous findings.

Two-Hydrant Testing Procedure:

Hydrant testing procedures will mirror single hydrant testing procedures but to include the following:

- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system. The order is then reversed when the second hydrant is inspection flowed and the first hydrant becomes the “test hydrant” for fire flow determination.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.

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High Pressure Hydrant Additional Safety Procedures:
When a hydrant over 125PSI static pressure is encountered, Contractor will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster or equivalent to hydrant and secure the other end to hitch mounted diffuser or other stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCUD.
Document all pertinent data into an electronic spreadsheet or database including the following:

- Hydrant ID tag number
- Hydrant address location
- Hydrant GPS site coordinates
- Date of flush or service
- Hydrant brand
- Hydrant model number
- Hydrant year
- Hydrant size
- Hydrant flow rate obtained
- Flow at 20PSI calculation
- Hydrant pressure after 4 minutes of flushing
- Total gallons flushed during service
- Degree of operating difficulty
- Deficiencies and/or repairs required to be immediately reported to the Utility.

All data shall be formatted to match existing SCUD data system and/or forms. Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system or SQL database.

Valve Maintenance:
Valve maintenance shall include the following procedures:

- Locate and access each valve
- Identify valve, correlating information with data supplied by SEMCO UOs
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box
- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCUD request.

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- Mark curve with a "V" marking. Curbing located inside gated communities or commercial properties shall not be painted upon SCUD request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to fully open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCUD data system and/or forms.
- Data shall be delivered to the SCUD in an electronic format compatible with SCUD' ArcGIS/ArcMap system.

** Due to potential implications, large valves will require special instructions based on location. County will coordinate with contractor on specific valves and sizes that require specific operation metrics.

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

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

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

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

Documentation:

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

Data documentation will include, at a minimum:

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

Deliverable Data:

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

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

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services:

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

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements:

The Contractor shall be responsible for obtaining all utility locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shalt promptly notify SCUD of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of

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Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

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

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

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

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EXHIBIT B - SAMPLE

ORDER NUMBER: 48148

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

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

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

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

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

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Terms and Conditions

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

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

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

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

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

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

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

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

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

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

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

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

Rev. 10/2021

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PRICE TABLES

GROUP A- HYDRANT SERVICES

Line Item	Description	Est. Annual Usage	Unit of Measure	Unit Cost	Total
1	Fire Hydrant Testing and Maintenance (Single; No Paint)	50	EA	$50.00	$2,500.00
2	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	50	EA	$58.00	$2,900.00
3	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	3,000	EA	$65.00	$195,000.00
4	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	30	EA	$105.00	$3,150.00
5	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	10	EA	$115.00	$1,150.00
6	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	10	EA	$135.00	$1,350.00
7	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	5	EA	$45.00	$225.00
8	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	5	EA	$52.00	$260.00
9	Hydrant Maintenance (includes sand blast and paint)	25	EA	$250.00	$6,250.00
10	Furnish and attach Hydrant I.D. tag (with required information)	250	EA	$15.00	$3,750.00
11	Furnish and install reflective road marker	500	EA	$15.00	$7,500.00
12	Extended Flush Time (15 minute Unit)	50	EA	$33.75	$1,687.50
13	Bonnet and/or break away flange bolt replacement	10	EA	$95.00	$950.00
TOTAL					**$226,672.50**

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GROUP B- VALVE RELATED SERVICES

Please make special note of the following for Hourly rate line items: Refer to Scope of Services for Definition on 'Pass-through" charges. (1) For this Depth Range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item. (2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass-through" (3) Hourly Rate can be proportioned into increments of 15 minutes. (4) Contractor 15% markup to include costs associated with designated supervisor on site, materials costs, as well as costs associated to complete job entirety and restore site back to original condition.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Valve Assessment, 4 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	EA.	250	$48.00	$12,000.00
2	Valve Assessment, 6 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 6 Inch or smaller Diameter Valve	EA.	500	$50.00	$25,000.00
3	Valve Assessment, 8 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 8 Inch or smaller Diameter Valve	EA.	500	$52.00	$26,000.00
4	Valve Assessment, 10 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 10 Inch or smaller Diameter Valve	EA.	300	$54.00	$16,200.00
5	Valve Assessment, 12 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 12 Inch or smaller Diameter Valve	EA.	300	$56.00	$16,800.00
6	Valve Assessment, 14 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 14 Inch or smaller Diameter Valve	EA.	10	$60.00	$600.00
7	Valve Assessment, 16 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 16 Inch or smaller Diameter Valve	EA.	50	$75.00	$3,750.00
8	Valve Assessment, 18 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 18 Inch or smaller Diameter Valve	EA.	8	$85.00	$680.00

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
9	Valve Assessment, 20 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 20 Inch or smaller Diameter Valve	EA.	10	$95.00	$950.00
10	Valve Assessment, 24 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 24 Inch or smaller Diameter Valve	EA.	10	$105.00	$1,050.00
11	Valve Assessment, 30 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 30 Inch or smaller Diameter Valve	EA.	10	$125.00	$1,250.00
12	Valve Assessment, 36 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 36 Inch or smaller Diameter Valve	EA.	10	$135.00	$1,350.00
13	Valve Assessment, 42 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 42 Inch or smaller Diameter Valve	EA.	10	$145.00	$1,450.00
14	Valve Assessment, 48 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 48 Inch or smaller Diameter Valve	EA.	10	$165.00	$1,650.00
15	Valve Assessment, 54 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 54 Inch or smaller Diameter Valve	EA.	10	$185.00	$1,850.00
16	Valve Assessment, 60 Inch or smaller Diameter Valve - AWWA M44 Valve Assessment, 60 Inch or smaller Diameter Valve	EA.	10	$225.00	$2,250.00
17	Valve Cannot Be Located (CNL) - AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	EA.	10	$50.00	$500.00
18	Valve Cannot Be Accessed (CNA) - AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	EA.	10	$40.00	$400.00
19	Valve Located and Accessed, Not Operated (CNO) - AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	EA.	10	$40.00	$400.00

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
20	Valve maintenance (includes sub-meter GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
21	Valve maintenance (includes sub-foot GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
22	Valve maintenance (without GPS location) (outside standard procedures - outlined by SCUD)	EA.	50	$55.00	$2,750.00
23	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	50	$150.00	$7,500.00
24	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	50	$450.00	$22,500.00
25	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$500.00	$25,000.00
26	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$500.00	$25,000.00
27	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	$150.00	$15,000.00
28	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	Hourly (2,3)	25	$512.50	$12,812.50
29	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	$575.00	$14,375.00
30	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA.	15	$485.00	$7,275.00
31	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	$512.50	$7,687.50

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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
32	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	15	$575.00	$8,625.00
33	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	Hourly(2,3)	25	$225.00	$5,625.00
34	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	Hourly(2,3)	25	$225.00	$5,625.00
35	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	25	$512.50	$12,812.50
36	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	Hourly(1,2,3)	10	$575.00	$5,750.00
37	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1	$45.00	$45.00
38	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	1	$225.00	$225.00
39	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:	EA	1	$1.00	$1.00
40	Exploratory investigation 0' to 4' deep	Hourly (1,2,3)	1	$450.00	$450.00
41	Exploratory investigation > 4' to 10' deep	Hourly (1,2,3)	1	$487.50	$487.50
42	Exploratory investigation > 10' deep.	Hourly (1,2,3)	1	$525.00	$525.00
43	Test-Cut / Shut Down Service and Mapping Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Hourly (1,2,3)	1	$135.00	$135.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
eCertified Id: 62ED-6CDE-E5AA
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Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
TOTAL					$299,836.00

GROUP C - FLUSHING SERVICES

Uni-Directional Flushing Services to be performed at a combined rate.

Line Item	Description	Unit of Measure	Est. Annual Usage	Unit Cost	Total
1	Contractor will review the UDF sequences developed by Seminole County Environmental Services and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	Hourly	250	$135.00	$33,750.00
2	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	$135.00	$67,500.00
3	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (C4) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	Hourly	500	$135.00	$67,500.00
4	Maintenance Flushing Services performed at an hourly rate.	Hourly	250	$135.00	$33,750.00
TOTAL					$202,500.00

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Seminole County, Florida

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Page 39 of 44

EXHIBIT D- INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Per Occurrence
		$ 1,000,000	Personal and Advertising Injury
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations Aggregate
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Commercial Umbrella:	$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
E.	Pollution Liability:	$ 1,000,000	Per Occurrence
		$ 1,000,000	General Aggregate

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 62ED-6CDE-E5AA

EXHIBIT "D"

Agreement Name: Fire Hydrants - Valves Maintenance, Repair & Flushing

Agreement Number: IFB-604913-24/LAS

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604913-24/LAS are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number IFB-604913-24/LAS for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

[Balance of this page intentionally blank; signatory page follows]

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 62ED-6CDE-E5AA

DATED this 5th day of December, 2024.

Hydromax USA LLC
Consultant Name

By: _____
Print Name: MIchael Farmer
Title: Chief Financial Officer

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

I **HEREBY CERTIFY** that, on this 5th day of December, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael Farmer, ☒ who is personally known to me or ☐ who has produced _____ as identification.

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

_____
Print Name Teresa Mischke
Notary Public in and for the County Denton, Texas
and State Aforementioned
My commission expires: 11-22-2026

E-Verify Affidavit
Revised 11/2020

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 62ED-6CDE-E5AA

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Michael Farmer

Title: CFO

Signature: [signature]

Date: 3/27/25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 62ED-6CDE-E5AA
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HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with Section 787.06(13), Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Seminole County (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of Hydromax USA LLC, a non-governmental entity and I am authorized to provide this affidavit on behalf of such.

3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Seminole County and no contracts may be executed, renewed, or extended between the parties.

5. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by Seminole County.

Nongovernmental Entity: Hydromax USA, LLC

Authorized Signature: _____ Date: 3/27/25

Printed Name: Michael Farmer

Title: CFO

STATE OF Texas

COUNTY OF Denton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of March, 2025, by Michael Farmer, as CFO on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced _____ as identification.

_____
Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary: _____

My commission expires: 11-22-2026

TERESA JOY MISCHKE
Notary Public, State of Texas
Comm. Expires 11-22-2026
Notary ID 134076809

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 04/01/2025 11:56:21 -04:00
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AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-034NT with Roadway Management Technologies, LLC

SUGGESTED ACTION: Approve agreement for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Roadway Management Technologies, LLC (“Contractor”) agrees to enter into an agreement with the City of Bradenton, Florida to furnish consultant services for the implementation of a pavement management system. This Contract is in accordance with the specifications per Agreement No. 24-1260 between City of Dunedin, Florida and the Contractor, for the provision of consultant services for the implementation of a pavement management system, including all amendments thereto, attached hereto and incorporated herein as Exhibit “A”, including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 30th, 2028.

FINANCIAL IMPACT:
Funds are coming from account (30258200-563000-17810 Enhanced Paving).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve agreement PB-25-034NT with Roadway Management Technologies, LLC.

ATTACHMENTS:
Agreement PB-25-034NT with Roadway Management Technologies, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-034NT BETWEEN
CITY OF BRADENTON AND ROADWAY MANAGEMENT TECHNOLOGIES, LLC

Roadway Management Technologies, LLC ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to furnish consultant services for the implementation of a pavement management system. This Contract is in accordance with the specifications per Agreement No. 24-1260 between City of Dunedin, Florida and the Contractor, for the provision of consultant services for the implementation of a pavement management system, including all amendments thereto, attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through June 30th, 2028, with the following modifications:

1. All references to "City of Dunedin" shall be replaced with "City of Bradenton".
2. The Cost Element Sheet attached to the Agreement as Attachment "A" shall be deleted in its entirety and replaced with the Cost Element Sheet attached hereto as Exhibit "B".
3. The Pricing Sheet attached to the Agreement as Attachment "B" shall be deleted in its entirety and replaced with the Pricing Sheet attached hereto as Exhibit "C".
4. The attached document, Exhibit "D" - City of Bradenton Information Security Vendor Addendum to Agreement with Roadway Management Technologies. is hereby added to the Agreement and incorporated herein by reference.
5. Section 11 (h) of the Agreement shall be modified to reflect that venue for any disputes arising out of the Agreement shall lie solely in the state courts located in Manatee County, Florida.
6. Section 13 of the Agreement shall be deleted in its entirety and replaced with the following: Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

   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 Contract Term and following completion of the Contract if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

6. A new Section, Indemnification, shall be added to the Agreement as follows:

Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful

misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

7. A new Section, Notice, shall be added to the Agreement as follows:

   Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 **srudacille@blalockwalters.com**
To Contractor:	Roadway Management Technologies Attn: Chandler McCollum, Chief Executive Officer PO Box 678325 Orlando, FL 32867 Email: candler@roadmantech.com

8. A new Section, Insurance, shall be added to the Agreement as follows:

   Before performing any services, Contractor shall procure and maintain, during the life of the 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.

A) **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 Contract which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the Contract 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 services performed under the 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 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.

C) **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.

D) **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 Contract. 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 Contract, including any warranty periods.

E) **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 Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor 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 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 Contract.

F) By way of its execution of the Contract, Contractor:

   a. Represents that Contractor maintains, and will maintain during the term of the 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 City to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Contract, which may result in immediate termination.

G) 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: PB 25-034NT

b. Certificate shall be mailed to:

The City of Bradenton

101 Old Main Street

Bradenton, FL 34205

Attn: Purchasing

9. A new Section, E-Verify, shall be added to the 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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. 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 Agreement. 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 Agreement. If Contractor 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.

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.

Caroline McCollum

6/3/2025

Cheif Executive Officer, _____
Roadway Management Technologies, LLC

Date

_____

_____

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones

06/04/2025

Erin Jones CPPB NIGP-CPP, Purchasing Manager
City of Bradenton

Date

ROADWAY MANAGEMENT TECHNOLOGIES
PO Box 678325
Orlando, FL 32867
(501) 551-0780 | ROADMANTECH.COM

CONTRACT AGREEMENT

This Contract Agreement ("Agreement") is made and entered into on this **28th** day of **May 2024** by and between Roadway Management Technologies, LLC, an Arkansas limited liability company duly authorized to conduct business in the State of Florida with a principal address of 425 W Capitol Ave, Ste 1202, Little Rock, AR 772201 ("RMT"), and **City of Dunedin**, a duly constituted political subdivision of the state of **Florida** ("Agency").

1. Subscription Period. This Agreement is effective from **July 1, 2024** ("Effective Date") until 11pm CST, **June 30**, **2028** (such period, the "Initial Term"). This Agreement shall automatically renew for an additional period of one (1) year (each such additional period a "Renewal Term;" the Renewal Terms collectively along with the Initial Term, the "Term"), unless either party hereto provides notice of cancellation in writing to the other party at least thirty (30) days prior to the end of the then-current Term. Any prorated period identified in this agreement will be in addition to the subscription period identified above and detailed by year in Attachment B. If a prorated period is listed in Attachment B, the customer shall not be able to cancel this agreement until the first-year subscription period listed in Attachment B has been fulfilled.

2. Usage

a. Use Rights. During the Term and subject to the terms of this Agreement, RMT hereby grants to Agency a non-exclusive, non-transferable, non-sublicensable license to permit Agency's Users (as defined below) to use hardware, support, and documentation provided by RMT (together referred to as "Licensed Materials") as well as RMT's online software and services (together referred to as "Software") for operating purposes. Said use rights are non-transferable, except in the event of a voluntary transfer of substantially all assets by Agency to a transferee which executes RMT's form of agreement agreeing to be bound by all of the terms and conditions of this Agreement. All rights in and to Software, intellectual property, and Licensed Materials owned by RMT not expressly granted herein are reserved to RMT.

b. License and Use Restrictions. Agency shall not, directly, indirectly, alone, or with another party, (i) copy, disassemble, reverse engineer, decompile or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Licensed Material or Software; (ii) modify, create derivative works based upon, or translate the Licensed Material or Software; (iii) license, sell, rent, lease,

transfer, grant any rights in or otherwise commercially exploit Licensed Material or Software in any form to any third party or otherwise use the Licensed Material or Software for the benefit of any third party; or (iv) remove any proprietary notices or labels from the Licensed Materials or Software, nor shall Agency attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

RMT shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in Licensed Material and Software and any suggestions, enhancement requests, feedback, recommendations, or other information provided by Agency or any of Agency's Users relating to the Licensed Material and Software.

c. Agency Responsibility. Agency is solely responsible for the content of communications transmitted by Agency using the Software. Agency is not permitted to resell the Licensed Materials or Software. Agency shall use the Licensed Materials and Software only for lawful purposes. To the extent deemed necessary by Agency, Agency shall implement security procedures necessary to limit access to the Licensed Materials and Software to Agency's authorized users and shall maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs.

d. Data. *Subject to applicable Florida Public Records Laws*, all data collected by Licensed Material and Software is owned by RMT and is to be strictly held as confidential without the prior written consent of RMT. RMT may delete and destroy all copies of data once the Agreement is terminated with or without default. Agency has the option to receive a backup of data prior to deletion. RMT will provide this backup at cost plus a $1,000 fee, paid for by Agency.

All right, title and interest in and to the Licensed Material, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating thereto, belong exclusively to RMT. Any modification to the Software performed by the Agency directly or indirectly extending the current capabilities shall be the property of RMT and all copyrights and other rights are hereby assigned to RMT.

e. System Administrator; User Access. Agency shall designate one or more system administrators ("System Administrators"). System Administrators shall be responsible for managing access to the Licensed Materials and Software by designated Agency personnel ("Users"), including adding and subtracting Users, resetting passwords, as well as being a regular point of contact for RMT.

The System Administrator shall ensure that multiple Users do not share a password or username. Agency acknowledges and agrees that it is prohibited from sharing passwords and/or usernames with unauthorized users.

The System Administrator is the first point of contact for any administrative issues Users may experience within the system. If the System Administrator is unsuccessful in correcting the issue the System Administrator needs to contact RMT for assistance.

f. Security. Agency is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users' compliance with the terms of this Agreement. RMT will act as though any electronic communications it receives under Agency's usernames have been sent by Agency. Agency will immediately notify RMT if it becomes aware of any loss or theft or unauthorized use of any of Agency's passwords or usernames. RMT has the right at any time to terminate or suspend access to any User or to Agency if RMT believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of Software or RMT's network.

3. Termination

a. General - If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for fourteen (14) days after receipt of written notice (email or otherwise), (i) the other party may, in addition to any other remedies it may have, suspend or terminate this agreement, or (ii) where the failure is a nonpayment by Agency of any charge when due, RMT may, in addition to any other remedies it may have, at its option, terminate or suspend access to or usage of the Licensed Materials and Software with or without any notice. This Agreement may be terminated immediately upon written notice by either party if the other party becomes insolvent or involved in a liquidation or termination of business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors. Additionally, either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party. Agency shall be responsible for payment of all charges under a terminated Agreement incurred as of the effective date of termination.

b. Non-Appropriation - Agency reserves the right to terminate this Agreement without penalty if funds are not appropriated for this Agreement

in the fiscal year budget. Agency agrees to use best efforts to obtain appropriation in the full amount required under this Agreement.

c. Survival – All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warrant disclaimers and limitations of liability.

4. Billing and Payment

a. Agency shall pay to RMT a subscription fee ("Subscription Fee") for the Initial Term in the amount entered and agreed to pursuant to the Pricing Sheet (attached hereto as Attachment B).

b. The Subscription Fee for each Renewal Term shall be due to RMT on the first business day of each such Renewal Term annotated on the Pricing Sheet (attached hereto as Attachment B).

c. The Subscription Fee will not increase in price throughout the term of this Agreement unless there is an increase in the number of units, or the scope of services requested by Agency.

d. Products and services appearing on the Pricing Sheet (attached hereto as Attachment B), other than the Subscription Fee, will not increase in price by more than 25% upon renewal of this Agreement.

e. The amount of the Subscription Fee does not include any applicable taxes. Agency is responsible for any and all applicable taxes.

f. Any additional payment terms between parties shall be agreed to in writing and set forth in an invoice, billing agreement, or other written document.

g. Unpaid amounts and late payments are subject to a finance charge based on the Florida CFO rate (F.S. §55.03(1)) for any outstanding balances, plus all expenses of collection. At RMT's discretion, this Agreement and access to and usage of the Licensed Materials and Software may be terminated if payments are not received within the terms, after serving a fourteen (14) day notice via email or fax.

h. Initial invoice will be sent to Agency 60 days prior to installation. Payment is required in full prior to installation. If desired, Agency may request invoice at any time prior to the 60-day installation timeline to process payment sooner.

i. If Agency believes that RMT has billed Agency incorrectly, Agency must contact RMT no later than 60 days after the closing date on the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

j. In the event RMT is required to dispatch service personnel to repair devices after initial install, and it is determined the required repair is due to Agency changing programmed information (SSID and password), Agency shall be subject to a $3,000 service fee to cover travel expenses and labor required to complete the reprogramming.

k. All invoices to Agency shall be submitted in accordance with the Local Government Prompt Payment Act, sections 218.70 through 218.80, Florida Statutes. All payments shall be due on the date established by the Local Government Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Local Government Prompt Payment Act is received by the Agency. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The Agency does not pay sales tax and will provide sales tax exemption information at the written request of RMT, where necessary

5. Services

a. Passive Road Surveying

i. RMT will provide proprietary sensors that will be mounted underneath agency-owned vehicles.
   1. Vehicles will be pre-determined collective by RMT and Agency.
   2. RMT will perform initial installation and train Agency Mechanic on installation of sensors - each sensor can be easily installed in approximately 30 minutes once installer is sufficiently trained.
      A. If Agency has no Mechanic on staff, RMT will send their field installer or work with a local shop for replacement installation in the event any sensors are damaged. This service will be quoted and priced separately, if needed.

ii. RMT will need access to an existing internet signal but will not and cannot obtain any information regarding data sent through internet signal.
    1. Agency shall make its own arrangements to ensure Wi-Fi connectivity in parking locations at its own expense.
    2. At Agency's request, RMT will install routers, signal extenders, or access points to ensure WiFi connectivity in parking lots where vehicles will be parked each night. This service will be quoted and priced separately, if needed. If RMT performs the installation Agency is financially responsible for routers, signal extenders, or access points once installed.
        A. Installation of internet hardware will be done under supervision of Agency Administration.

iii. While vehicles are used in day-to-day operation, sensors will read vibrations in the road to determine road quality.
iv. When vehicles are parked in a WiFi-connected parking spot, data from sensors will be sent to RMT servers, where data will be automatically evaluated by RMT's proprietary algorithm.
v. Information regarding road quality (as compared to other roads in Agency) will be overlayed on a map interface available through RMT's website login portal.
    1. Information may be filtered to show the worst/best roads in Agency.
    2. Street view images of network roads can be viewed via map.
        A. Camera images are updated each time a vehicle travels a road (in increments of 30 days).

6. Agency Responsibilities

a. Onboarding

i. A successful onboarding experience requires effective communication. As such, Agency shall identify a primary and alternate point of contact to RMT. That point of contact will be RMT's touchpoint for communicating all onboarding requirements and milestones. Attachment C contains a list of items by priority which are required for onboarding new customers. Installation dates will be agreed upon once Agency has provided all information contained in Attachment C.

ii. Agency will be responsible for attending an Initial Onboarding Kickoff meeting where Attachment C will be reviewed in detail. Weekly sync meetings will be required to assist with training, ensure milestones are met, and schedule equipment installation. Once installation is complete, RMT and the customer will agree on a cadence of meetings to ensure successful implementation of RMT's platform across the customer's staff. Milestones for each meeting are described below.
    1. Initial Onboarding Kickoff Meeting:
        A. Introduction and exchange of contact information.
        B. RMT will outline the onboarding process.
        C. Agency will be provided templates to populate their Agency specific data with a suspense date (Users list, vehicle information, WiFi info, etc.).
        D. Vehicle installation dates will be discussed (primary and alternate).
    2. Weekly Meetings Throughout Onboarding (topics not all inclusive and dependent on onboard status):
        A. Confirm vehicle installation dates.
        B. Confirm WiFi information (see paragraph 6.b.).
        C. Confirm successful User access through log in data.
        D. Review RMT platform and discuss any issues Agency may have.
        E. Confirm all hardware has been installed and working properly.
        F. Introduce RMT's Customer Service/Maintenance Account Executive who will handle all future interactions for the life of the contract.

b. WiFi

i. Agency shall provide RMT with internet service details, to include username and password. This information is preloaded into the RoadRunner hardware that will be installed on Agency vehicles. Please note, our systems do not support WPA3.

ii. Agency shall ensure WiFi signal is strong enough to reach area where RoadRunner enabled vehicles are parked to ensure successful upload of data each evening.
    1. If RoadRunner enabled vehicles are parked in multiple areas each area must have the same internet service details. Different internet service details (username and password) will adversely affect the RoadRunner system from uploading properly.

iii. Agency shall notify RMT prior to any changes made to internet service (new service provider, password changes, router upgrades, etc.). Changes of this nature will disable the RoadRunner systems' ability to connect to the WiFi and upload data.
    1. In the event these changes occur, RMT will need to reprogram each RoadRunner system and a service charge will be applied to Agency account during next billing cycle.

Note: *Installation will not occur until payment, WiFi information, and fleet lists are received.*

c. Sell, Auction, Junked Vehicle with RMT Hardware/Devices

i. Agency shall remove all RMT hardware/devices (RoadRunner, Fleet Management Devices, etc.) from Agency vehicles prior to selling, auctioning, wrecked/junked, etc., and return those items to RMT.
    1. In the event RMT hardware/devices are not returned Agency will be charged the following per device:
        A. RoadRunner system: $1,500 per device
        B. Fleet Management system: $1,000 per device

d. iPads / Field Tablets

i. Agencies can purchase iPads outright in their initial customer agreement or anytime thereafter. If an iPad is damaged or lost Agency is responsible for full replacement costs.
    1. Agency's primary or alternate point of contact shall inform RMT of the damaged item, to include the IMEI and serial #, so RMT can facilitate a replacement order. Agency shall return damaged item to RMT via mail post notification. RMT will have replacement item shipped to Agency.

7. Representations, Warranties and Disclaimer

a. General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment,

undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

b. Compliance with the Laws. Each party represents and warrants that no additional consent, approval, or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy, and communications decency laws.

c. Acceptable Use. Agency is solely responsible for the content of any postings, data, or transmissions using the Software, or any other use of the Software by Agency or by any person or entity Agency permits to access the Software. Agency represents, covenants and warrants that it will not, directly or indirectly: (i) use the Licensed Materials or Software in a manner that: (a) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (b) will disrupt a third parties' similar use of Licensed Materials or Software; (ii) violate or tamper with the security of any RMT computer equipment or program.

Although RMT has no obligation to monitor Agency's use of the Licensed Materials or Software, if RMT has reasonable grounds to believe that Agency is utilizing the Licensed Materials or Software for any such illegal or disruptive purpose, RMT may suspend access to or usage of the Licensed Materials or Software immediately with or without notice to Agency. RMT may terminate the Agreement as contemplated in Section 3 if Agency in fact fails to adhere to the foregoing acceptable use standards.

DISCLAIMER. *THE WARRANTIES SET FORTH IN SECTION 7 ARE THE ONLY WARRANTIES MADE BY RMT. RMT DOES NOT WARRANT THAT USE OF THE LICENSED MATERIALS AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; NOT DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED MATERIALS OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE LICENSED MATERIALS AND SOFTWARE ARE PROVIDED "AS IS," AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, RMT MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, SOFTWARE AND ANY RELATED SERVICE OR SOFTWARE. RMT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED*

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY RMT, ITS EMPLOYEES, LICENSORS, VENDORS OR THE LIKE WILL CREATE A WARRANTY. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE PARTIES' IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING.

8. Limitation of Liability. Excluding the liability under the section entitled "NO INFRINGEMENT" below, *UNDER NO CIRCUMSTANCES WILL RMT OR ANYONE ELSE INVOLVED IN ADMINISTERING, DISTRIBUTING OR PROVIDING THE LICENSED MATERIALS OR SOFTWARE BE LIABLE FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SOFTWARE, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, INACCURACY OR CORRUPTION OF DATA, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION, COST OF PROCUREMENT O SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, UNAUTHORIZED ACCESS TO RMT'S RECORDS, PROGRAMS OR SERVICES, OR ANY MATTER BEYOND RMT'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY RMT OF THIS AGREEMENT, RMT'S LIABILITY TO AGENCY WILL NOT EXCEED THE AMOUNT PAID TO RMT BY AGENCY DURING THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.*

9. Confidential Information

a. Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, code, algorithms, know-how, processes, ideas, inventions (whether patentable or not), information marked, or if disclosed verbally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Agency under this Agreement, including any related source or object codes, technical data, data output of such software, Confidential Information excludes information that: (i) is considered a public record under the provisions of applicable Florida law; (ii) was or becomes publicly known through no fault of the receiving Party; (iii) was rightfully known or becomes rightfully known to the receiving Party

without confidential or proprietary restriction from a source other than the disclosing Party; {iv) is independently developed by the receiving Party without the participation of individuals who have had access to the Confidential Information; (v) is approved by the disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing Party; and (vi) the receiving Party is legally compelled to disclose; provided, however, that prior to any such compelled disclosure, the receiving Party will subject to compliance with Florida's Public Records Laws (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (b) cooperate fully with the disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving Party will be entitled to disclose the Confidential Information, but only as, and to the extent, necessary to legally comply with such compelled disclosure. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

b. Nondisclosure. During the term of this Agreement and for a period of five (5) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by Section 9. Both parties shall take steps that each determines appropriate to implement and enforce such non-disclosure/non-use obligations. Notwithstanding anything to the contrary contained herein, the parties acknowledge that Florida's Public Records Laws are applicable to the terms of this Agreement and the Parties hereto must fully comply with same.

10. Accessibility/Performance. RMT shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the Licensed Materials and Software in a manner which minimizes errors and interruptions with respect to the Licensed Materials and Software. The Licensed Materials and Software shall be available on a continuous basis

(twenty-four hours per day, seven days per week) during the Term, except for: (i) scheduled maintenance, system back-up or other on-going maintenance as required and scheduled in advance by RMT, (ii) unscheduled emergency maintenance, either by RMT or by third-party providers, or (iii) for any unforeseen cause beyond RMT's reasonable control, including but not limited to internet service provider or communication network failures, outages of third-party connections or utilities, denial of service attacks or similar attacks, or any Force Majeure Events as stated in Section 11. RMT shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruptions. RMT will monitor performance indicators on the systems network infrastructure in order to gauge the overall performance of its hosting services and will take reasonable steps to address systems and network infrastructure as required to maintain satisfactory performance of the Software. RMT further reserves the right to monitor and reasonably restrict Agency's ability to access or use the Licensed Materials and Software if Agency is using excessive computing resources which are impacting the performance of the Licensed Materials or Software for other subscribers. RMT agrees to notify Agency in cases where it restricts such use and use good faith efforts to determine an appropriate alternative or work-around solution.

11. General Provisions & Force Majeure/Beyond Control

a. This Agreement, including any amendments and attachments hereto that are incorporated herein, constitutes the entire agreement between the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings related to the subject matter of this Agreement and shall be binding on the parties when accepted by Agency. No amendment, modification, termination, or waiver of any provisions of this Agreement shall be binding upon any party hereto unless in writing and signed in person or electronically by a person authorized by the relevant party(ies). No provision of any purchase order or other document issued by Agency, which purports to alter, vary, modify, or add to the provisions of this Agreement, shall be binding upon RMT or effective for any purpose, unless accepted by RMT in writing.
It is further expressly understood and agreed that there being no expectations to the contrary between the parties, no usage of trade or other regular practice or method of dealing either within the computer software industry, RMT's industry or between the parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

b. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, nor shall either party have the right, power, or authority to bind the other or otherwise create any obligation or duty, express or implied, on behalf of the other.

c. The Licensed Materials shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

d. This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by a Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment, subletting or transfer not in compliance with the foregoing shall be void.

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

f. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

g. All notices provided under this Agreement shall be in writing and will be deemed to have been duly given (i) when received, if personally delivered, (ii) when receipt is electronically confirmed, if transmitted by facsimile or email, (iii) the day after it is sent, if sent for next day delivery by recognized overnight delivery service, and (iv) upon receipt, if sent by certified or registered mail, return receipt requested.

h. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

i. No delay or failure of RMT or Agency in exercising any right herein and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by RMT or

Agency of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

j. In the event that either party hereto is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of god, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected party or other causes beyond such party's reasonable control (a "Force Majeure Event") the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice immediately terminate this Agreement as provided in Section 3.

k. On RMT's request, no more frequently than annually, Agency shall furnish RMT with a signed certification (i) verifying that the Licensed Material is being used pursuant to the terms of this Agreement and (ii) listing the locations where the Licensed Material is being used.

l. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and each of which together shall constitute a single instrument.

m. By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, RMT certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies that Boycott Israel List, and (b) it is not engaged in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Agency may terminate this Agreement immediately if: (1) RMT is found to have submitted a false certification regarding (a) or (b) above in accordance with section 287.135, Florida Statutes, or (2) RMT has been placed on the Scrutinized Companies that Boycott Israel List or is or has been engaged in a Boycott of Israel. Such

termination shall be in addition to any and all remedies available to the Agency at law or in equity. The term "Boycott of Israel" used in this section is defined as in, and the Scrutinized Companies that Boycott Israel List is the list maintained pursuant to, Section 287.135, Florida Statutes.

n. Pursuant to section 286.101, Florida Statutes, RMT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. RMT's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. RMT represents that within one (1) year before proposing any contract to the Agency, RMT provided a copy of such disclosure to the Florida Department of Financial Services

l. RMT agrees that RMT does not and will not, nor will it allow a subcontractor to, use any funds from the Agency for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

13. Public Records Compliance.

The inclusion of this statement and provisions below is not intended by the parties to imply that the RMT has been delegated any governmental decision-making authority, governmental responsibility or governmental function, or that the RMT is acting on behalf of the Agency as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the RMT. The Agency by contracting with RMT to provide certain Services does not intend for RMT to act on the Agency's behalf, or for RMT to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If

however it is judicially determined that RMT is "acting on behalf of" the Agency pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders. As stated below, the RMT may contact the Agency's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the RMT is advised to seek independent legal counsel as to its legal obligations. The Agency cannot provide the RMT/Service Provider advice regarding its legal rights or obligations.

To the extent RMT is deemed to be a "Contractor" for the Agency pursuant to Section 119.0701(1)(a) of the Florida Statutes (2023), RMT agrees to:

a. Keep and maintain public records required by the Agency to perform the Services specified herein.

b. Upon request from the Agency's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if RMT does not transfer the records to the Agency.

d. Upon completion of the Agreement, transfer, at no cost, to the Agency all public records in possession of RMT or keep and maintain public records required by the Agency to perform the service. If RMT transfers all public records to the Agency upon completion of the Agreement, RMT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RMT keeps and maintains public records upon completion of the Agreement, RMT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency upon request from the Agency's custodian of public records, in a format that is compatible with the Agency's information technology systems.

If RMT does not comply with a public records request, the Agency shall enforce the Agreement, which may include immediate termination.

Notwithstanding the foregoing, RMT agrees to maintain the contract documentation (which, for the avoidance of doubt shall include this Agreement, and any ordering documents, invoice or other document which RMT provides (or provides access) to the Agency over the term of this Agreement), and provide copies upon reasonable request.

IF RMT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RMT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
TELEPHONE NUMBER: 727-298-3039;
E-MAIL ADDRESS: RSCHLICHTER@DUNEDINFL.NET;
MAILING ADDRESS: 737 LOUDEN AVENUE, DUNEDIN, FL 34698
ATTN: CITY CLERK

14. Sovereign Immunity; Limitations of Agency's Liability.

Notwithstanding any other provision set forth in the Agreement nothing shall be construed as a waiver of the Agency's right to sovereign immunity under Section 768.28 of the Florida Statutes. Provided, further any indemnifications given by the Agency to RMT shall be limited to the amounts set forth in Section 768.28 of the Florida Statutes regarding the Agency's liability in tort regardless of whether based in contract, statute, negligence, strict liability, products liability or otherwise. This Section shall survive termination of this Agreement.

Candler McCollum SIGN: Jennifer K. Bramley

Candler McCollum NAME: Jennifer K. Bramley

Chief Executive Officer TITLE: City Manager

5/28/2024 DATE: 6/3/24

ATTEST:
Rebecca C Schlichter
Rebecca Schlichter, City Clerk

Approved as to Form:
Jennifer R. Cowan, City Attorney

COST ELEMENT FOR ROADWAY DATA, WORK ORDER, INVENTORY MANAGEMENT SOFTWARE, AND EQUIPMENT DEVICE PACKAGE

1. **Annual Software Licenses Total……$60,000.00**
    1. Passive Road Survey Software License……$60,000.00
    2. Annual Maintenance Fee……Included with Software Licenses
    3. Hardware Installation Cost……Included with Software Licenses
    4. End User Remote Training- total of 24 hours…… Included with Software Licenses
    5. Tech Support: 7am-6pm CST……Included with Software Licenses

2. **Cost of Equipment**
    1. RoadRunner Road Survey Hardware…… Included with Software Licenses
    2. Road Imaging Hardware…… Included with Software Licenses

Optional Elected Integration Services:

1. **Additional Devices**
    (A) *iPad 9th Gen 10.2 inch Tablet with unlimited data……*$525.00 per unit per year
    (B) Additional Add-Ons
        i. *Tablet Rugged Case……*$50 per unit
        ii. *Tablet Vehicle Mount……*$85 per unit

2. **Cost of Legacy System Data Migration (40 hrs)…… Included with Software Licenses**
    1. *Additional Integration/Migration…… *$150.00 per hour

3. **Custom Development**
    1. *Custom Development……*$10,000 per 40 hours
    2. *Custom Development: Major Features……*$30,000 per 160 hours

4. **End User Remote Training (24 hrs) ……Included with Software Licenses**
    1. *Additional *On-Site* Training…… *$3,200.00 per 16 hour session

NOTE: * = optional Add-On

Total Annual Base Cost (Licenses, Maintenance, Fleet and Survey Hardware, Installation, Remote Training): **$60,000.00**

Add-On Cost (tablets, accessories, additional integration, or training hours): **Dependent on Agency Selections**

Roadway Management Technologies, LLC
PO Box 678325, Orlando, FL 32867

Pricing Sheet

Bradenton, Florida
1411 9th St W
Bradenton, FL 34205

Service	Price	Qty	Extended Price (Period)
RMT Passive Road Surveying Software License	$60,000.00	1	$60,000.00
TOTAL			$60,000.00

Refer to the previous pages for service details. Billing occurs at the beginning of each period.

Hardware Installation Period: Dates will be determined once Agency has provided all information contained in Attachment C.

Subscription Periods: **07/01/25 - 06/30/26 (midnight) Total: $60,000.00**

07/01/26 - 06/30/27 (midnight) Total: $60,000.00

07/01/27 - 06/30/28 (midnight) Total: $60,000.00

07/01/28 - 06/30/29 (midnight) Total: $60,000.00

ATTACHMENT C



CITY OF BRADENTON INFORMATION SECURITY VENDOR ADDENDUM TO AGREEMENT WITH ROADWAY MANAGEMENT TECHNOLOGIES, INC.

This Addendum (the "Addendum") is an addendum to Agreement PB-25-034NT (the "Agreement") between the City of Bradenton (the "City") and Roadway Management Technologies, LLC, an Arkansas limited liability company (the "Vendor"). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

PURPOSE: The purpose of these requirements ("Requirements") is to establish minimum information security standards and data privacy requirements for any person or entity that performs services for the City of Bradenton. Vendor must handle, treat, and otherwise protect the City in accordance with these Requirements and any contractual agreement between such Vendor and the City, or any third parties that shall have City approved access.

1.1 Compliance: Vendor shall comply with all applicable privacy and security laws to which it is subject, and shall not by act or omission place the City in violation of any applicable privacy or security law, including without limitation HIPAA. Vendor policies and practices must comply with all applicable laws, regulations, and contractual obligations under its agreements with the City. Where local laws appear to prevent compliance with these Requirements, Vendor is responsible for notifying the City to determine appropriate compensating controls.

1.2 Third Party Disclosure: Vendor shall not disclose City Data to any third party (including, without limitation, Vendor's subsidiaries and affiliates and any person or entity acting on behalf of Vendor) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out Vendor's obligations under its agreements with the City; (B) such third party is bound by the same provisions and obligations as set forth in these Requirements; (C) Vendor has received the City's prior written consent; and (D) Vendor remains responsible for any breach of the obligations set forth herein to the same extent as if Vendor caused such breach.

1.3 Breach Notification: Vendor shall notify the City immediately but in no event later than 24 hours from the date of obtaining actual knowledge of any Data Security Breach, regardless if City Data is believed to be involved in the breach, and, at Vendor's cost and expense, assist and cooperate with the City concerning any investigation, or disclosures to affected parties, and other remedial measures as requested by the City or required under applicable law. Vendor shall indemnify the City from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys and technical consultant fees for the City' handling of the incident.

1.4 Data Owner: All data that received from the City shall be considered of a confidential nature, be held within the United States with applicable governing law, all systems and other resources intended for use by multiple users are located in secure physical facilities with access limited and restricted to authorized individuals only, and remain the sole property of the City. Upon termination of any agreements by either party, Vendor shall be liable for return of any shared data, along with third party proof of permanent destruction of this data from Vendor's computer storage systems. Nothing in these Requirements will be interpreted or construed as granting Vendor any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to City Data.

1.5 Derivative Data: Vendor shall not create or maintain data which are derivative of City Data, except for the purpose of performing its obligations under its agreements with the City and as authorized by The City. Any derivative of City Data, regardless of how created, shall be deemed City Data.

1.6 Background and Screening Checks: To the extent permitted by local law, Vendor shall conduct appropriate background and screening checks prior to permitting any employee or Vendor to have access to The City Data. Vendor shall in no event expose the City to a level of risk which is commercially unreasonable or sanctioned by law. The comprehensive background check on individuals shall include, at

a minimum, the individual's previous employment history, criminal record, credit history, reference checks, and any additional industry standard background check requirements. The City may at its sole option require more extensive background checks for any employee or Vendor who will have access to Personal Data or other information deemed highly sensitive by The City.

1.7 Security Awareness and Education: Vendor shall appoint qualified personnel designated with responsibility to maintain its information security program. Vendor shall ensure that its security personnel have reasonable and necessary experience and training in information security. Upon request, Vendor shall provide the City with a point of contact for all information security related items. Vendor shall have a defined program to provide periodic information security awareness training to Vendor's employees and Vendors who will have access to City Data. Education and awareness training shall include Vendor's security policies and standards for the secure handling of The City Data. If Vendor's services include software development, Vendor training must include secure application development training to ensure Vendor developers are programming according to secure coding techniques and principles.

1.8 Audits: Vendor agrees to submit to reasonable data security and privacy compliance audits by The City and/or, at The City' request, by an independent third party, to verify compliance with these Requirements, applicable law, and any applicable contractual undertakings.

2.1: Coverages: Cyber Insurance. Vendor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less $1,000,000 and on a per occurrence basis, with coverage extended top protect the City for (a) data breaches by Vendor or anyone causing the loss of use of electronic data; loss of personally identifiable information or City confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to CJIS, HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging liabilities created by casual users of third parties accessing Vendor web site(s) or computer systems through private networks and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of City revenue or expense to the City due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

City of Bradenton Vendor Remote Access Policy (<u>Applicable to those Vendors who shall require access to the City's Computing Networks</u>):

3.1 Purpose: The purpose of this policy is to define rules and requirements for connecting to the City of Bradenton's network from any host. These rules and requirements are designed to minimize the potential exposure to City of Bradenton from damages which may result from unauthorized use of City of Bradenton resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical City of Bradenton internal systems, and fines or other financial liabilities incurred as a result of those losses.

3.2 Scope: This policy applies to all City of Bradenton employees, Vendors, vendors and agents with a City of Bradenton-owned or personally-owned computer or workstation used to connect to the City of Bradenton network. This policy applies to remote access connections used to do work on behalf of City of Bradenton, including all accessed resources, accidental or assigned. This policy covers any and all technical implementations or other use of remote access used to connect to City of Bradenton networks.

3.3 Policy: It is the responsibility of City of Bradenton employees, Vendors, vendors and agents with remote access privileges to City of Bradenton's corporate network to ensure that their remote access connection is given the same consideration as the user's on-site connection to City of Bradenton. When accessing the City of Bradenton network, Users are responsible for preventing access to any City of Bradenton computer resources or data by non-Authorized Users. Performance of illegal activities through the City of Bradenton network by any user (Authorized or otherwise) is prohibited. The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access.

3.4 Requirements:
3.4.1 Secure remote access must be strictly controlled with encryption (i.e., SecureLink, Virtual Private Networks (VPNs)) and strong passwords and Multi-factor Authentication. Method of secure connection will be determined and established on a need to access basis by the City of Bradenton.
3.4.2 Authorized Users shall protect their login and password. Authorized Users shall be responsible for all damages using from misuse of their provided authentication method; as described in section 1.
3.4.3 While connected to City of Bradenton's network, Authorized Users shall ensure the remote host is not connected to any other network at the same time.
3.4.4 All hosts that are connected to City of Bradenton internal networks via remote access technologies must use the most up-to-date anti-virus software, this includes personal computers.
3.4.5 Confidentiality: Authorized Users hereby agree that any computing or communications equipment, software, network resource, and storage media provided to me by the City of Bradenton may contain confidential information and that this information remains the property of the City at all times.
3.4.6 The City of Bradenton does NOT provide ANY APPROVED WIRELESS OPEN NETWORKS or condone their use to conduct business on its behalf. Public networks, such as those found in hotels and airports should be considered not secure for use to access its networks.

3.5 Policy Compliance:
3.5.1 Compliance Measurement: The City of Bradenton reserves the right to monitor all activities related to an Authorized User. As such, compliance to this policy through various methods, including but not limited to systems and log monitoring, business tool reports, internal and external audits, and inspection will be performed at its discretion.
3.5.2 Non-Compliance: An Authorized User found to have violated this policy will be subject to immediate termination of access. In the event individuals are suspected of violating federal, state, or local laws, including those activities specified in Chapter 815 of the Florida Statutes (known as the Florida Computer Crimes Act), all relevant material shall be made available to the appropriate law enforcement agency for investigation and possible prosecution.

4.1 Public Records Retention Requirements for Vendors Operating within Florida Public Sector:

Public Records. Pursuant to the provisions of Section 119.0701, Fla. Stat., and to the extent applicable under Florida law, Vendor shall comply with the public records laws as follows:

4.1.1 Keep and maintain public records required by the City in order to perform the service.

4.1.2 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.
4.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
4.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of 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 contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
4.1.5 All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
4.1.6 Vendor shall indemnify and hold harmless City, and City's officers, employees, agents and representatives, from and against any and all claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) arising from the failure of Vendor to comply with the requirements of this Section 4.1 or the Florida Public Records Law, Chapter 119, Florida Statutes.
4.1.7 Required notice:

IF THE VENDOR 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 941-932-9400; cityclerk@bradentonfl.gov; 101 12th Street West, Bradenton, FL 34205.

5.1 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. 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 contract, it shall provide immediate notice thereof to the City.

6.1 Limitation on Indemnification: Notwithstanding any provisions contained in the contract, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Florida Statutes, and shall not be construed as a waiver of City's sovereign immunity.

Definitions Section:
For purposes of these Requirements, the following definitions shall apply:

"Data Security Breach" means: (A) the loss or misuse (by any means) of City Data, including, without limitation any unauthorized access or disclosure to unauthorized individuals; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of City Data; or (C) any other act or omission that compromises the security, confidentiality, or integrity of City Data. Data Security Breach includes, without limitation, a breach resulting from or arising out of Vendor's internal

use, Processing or other transmission of City Data, whether between or among Vendor's subsidiaries and affiliates or any other person or entity acting on behalf of Vendor.

"Highly Sensitive Personal Data" is that subset of Personal Data whose unauthorized disclosure or use could reasonably entail enhanced risk for the data subject. Highly Sensitive Personal Data includes (A) Social Security number, passport number, driver's license number, or similar national identifier; (B) financial or medical account authentication data, such as passwords or PINs; and (C) Cardholder Data, including credit card numbers and CVV codes.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

"PA-DSS" means Payment Application Data Security Standard at its current mandated level, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Payment Application" means any application that stores, processes, or transmits cardholder data as part of authorization or settlement.

"PCI-DSS" means the current version of the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Personal Data" means any information that can be used to identify, locate, or contact an individual, including an employee, Vendor, customer of the City, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; or (E) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing. Personal Data specifically includes (F) Individually Identifiable Health Information as defined pursuant to HIPAA; (G) the meaning assigned under European Union Directive 96/46/EC and (H) criminal history, race, ethnicity, national origin, and information about sexual orientation or activity, political opinions, and religious beliefs.

"Processing" or "Process" means any operation or set of operations that is performed upon the City's Data, whether or not by automatic means, including without limitation collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, alignment, combination, blocking, deletion, erasure, or destruction.

"City Data" means any non-public information which is commercially valuable, proprietary, privileged, or personal, the unauthorized disclosure of which could adversely affect the City and/or its employees and customers (e.g., competitively, by waiver of legal privilege, monetary loss, or violation of law or right of privacy). The City Data includes all data referencing employees, Vendors, customers, or potential customers of the City, any classified information the City receives in connection with participation in government programs, and any data the unauthorized disclosure of which could cause significant harm to The City or the individual to whom the information pertains.

"Technical and Organizational Security Measures" means security measures, consistent with the sensitivity of the City Data being Processed and the services being provided by Vendor, to protect The City Data, which measures shall implement best industry protections and include physical, electronic and procedural safeguards to protect The City Data supplied to Vendor against any Data Security Breach, and any security requirements, obligations, specifications, or event reporting procedures set forth in any agreement between Vendor and the City.

CITY OF BRADENTON, FLORIDA:

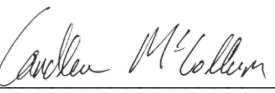
By: _____

Name: _____

Title: _____

Date: _____

ROADWAY MANAGEMENT TECHNOLOGIES, LLC:

By: 

Name: Candler McCollum

Title: Chief Operating Officer

Date: 6/3/2025

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-035EJ with Murphy Pipeline Services, LLC

SUGGESTED ACTION: Approve agreement for Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Murphy Pipeline Services, LLC, a Delaware limited liability company ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish trenchless rehabilitation and pipe technology services. This Contract is in accordance with the specifications per Agreement No. 1586 between City of Pompano, Florida and the Contractor, for the provision of trenchless rehabilitation and pipe technology services, including all amendments thereto, and the Request for Proposal ("RFP") No. E-15-22 ("Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through July 28th, 2027.

FINANCIAL IMPACT:
GL# 30358200-563000-22806 (Misc Sewer Lining-ARPA).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreement PB-25-035EJ with Murphy Pipeline Services, LLC.

ATTACHMENTS:
Agreement PB-25-035EJ with Murphy Pipeline Services LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-035EJ BETWEEN
THE CITY OF BRADENTON AND MURPHY PIPELINE SERVICES, LLC

Murphy Pipeline Services, LLC, a Delaware limited liability company ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish trenchless rehabilitation and pipe technology services. This Contract is in accordance with the specifications per Agreement No. 1586 between City of Pompano, Florida and the Contractor, for the provision of trenchless rehabilitation and pipe technology services, including all amendments thereto, and the Request for Proposal ("RFP") No. E-15-22 ("Contract Documents"), attached hereto and incorporated herein as Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through July 28th, 2027, with the following modifications:

1. All references to "City of Pompano" shall be replaced with "City of Bradenton".
2. All references to "City Commission" shall be replaced with "City Council".
3. All references to "City Manager" shall be replaced with "City Administrator".
4. Section 8.7 of the Agreement shall be deleted in its entirety and replaced with the following:

   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. Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. 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 Agreement. 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 Agreement. If

Contractor 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.

5. Section 26 of the RFP shall be deleted in its entirety.
6. Section 27 of the RFP shall be deleted in its entirety and replaced with the following:

   The Contractor shall be required to obtain and pay for all permits and/or fees required for the work performed pursuant to the Contract Documents under applicable local, state, and federal laws and regulations.

7. A new Section, Notice, shall be added to the Agreement as follows:

   Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West Bradenton, Florida 34205 srudacille@blalockwalters.com
To Contractor:	Murphy Pipeline Contractors, LLC. Attn: Richard Crow 510 Shotgun Rd Unit 150 Sunrise, FL 33326 Email: Richard.Crow@MurphyPipelines.com
With a copy to:	N/A Attn: _____ _____ _____ Email: _____

8. Article 37.01 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

   Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

9. Article 46.02 of the General Terms and Conditions shall be modified to state that venue for all disputes arising out of the Agreement shall be in Manatee County, Florida.
10. Article 49 of the General Terms and Conditions shall be deleted in its entirety and replaced with the following:

    Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Contractor shall comply with Florida's public records laws as follows:

    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 Contract Term and following completion of the Contract if 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 Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the

City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

E. Contractor 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.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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

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.

Richard Crow, President — 6/02/2025
Murphy Pipeline Services, LLC — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones — 06/30/2025
Erin Jones CPPB NIGP-CPP, Purchasing Manager — Date
City of Bradenton

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ORDINANCE NO. 2022-57

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING THE RANKING ORDER FOR RFP E-15-22 FOR TRENCHLESS REHABILITATION AND PIPE BURSTING TECHNOLOGY; AND APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE HIGHEST-RANKED COMPANY, MURPHY PIPELINE CONTRACTORS, LLC; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city issued RFP E-15-22 for a contractor to perform trenchless Rehabilitation and pipe bursting technology services; and

WHEREAS, Murphy Pipeline Contractors, LLC was the highest-ranked responding company; and

WHEREAS, RFP E-15-22 contained a form contract for execution by the selected company, which requires no additional negotiation between the city and highest-ranked Murphy Pipeline Contractors, LLC; and

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

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SECTION 1. That the City Commission approves the ranking order for RFP E-15-22 for trenchless Rehabilitation and pipe bursting technology to the highest ranked company, Murphy Pipeline Contractors, LLC.

SECTION 2. That a Construction Agreement No. 1586 between the City of Pompano Beach and Murphy Pipeline Contractors, LLC, a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 3. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Murphy Pipeline Contractors, LLC.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 26th day of July, 2022.

PASSED SECOND READING this 12th day of July, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:

/jrm
7/5/22
L:ord/2022-235
No. 1586

DocuSign Envelope ID: AF8A5657-FF4C-4C1E-9F27-580CA4CD372F

CONSTRUCTION AGREEMENT No. 1586

THIS AGREEMENT is dated July 28, 2022 by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and Murphy Pipeline Contractors, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project consists of the furnishing of all labor, equipment and materials for: Trenchless pipe rehabilitation & related items and services

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: RFP E-15-22.

CONTRACTOR is authorized to conduct work up to two hundred thousand dollars ($200,000.00). For any work that will exceed this amount, CONTRACTOR shall attain Payment and Performance bonds in accordance with Exhibit "B", General Conditions, attached hereto and by reference incorporated herein and made a part hereof. Prior to execution of this Agreement, CONTRACTOR shall provide the OWNER with a letter from their surety company that states CONTRACTOR is able to attain said bonds within twenty four (24) hours or a reasonable time that will not impact the emergency utilities repair services to be provided to the OWNER as part of this Agreement. Failure to provide the bonds as required herein may result in liquidated damages and any other remedy afforded to the OWNER by law.

Article 2. ENGINEER

Not Applicable.

Article 3. CONTRACT TIME

This Contract shall be for a term of five (5) year or less beginning with the date this Agreement is fully executed by both parties and may be extended for an additional five (5) year period. In addition to the requirements of Article 4 below, CONTRACTOR shall include, to the best of their ability, a substantial and final completion time with their plan to provide work under this Agreement. Specific assigned tasks performed pursuant to this Agreement shall be timely completed as directed by staff depending upon the emergent circumstances and as required to repair and protect the utility facilities and the public. Upon mutual agreement of substantial and final completion times for a project between both parties, failure of the CONTRACTOR to meet the substantial and final completion times for a project shall result in the application of liquidated damages as per Article 5 below.

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Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to OWNER of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the 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 five hundred and 00/100 dollars ($500.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services 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 the OWNER three hundred and 00/100 ($300.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The total sum of the work shall not exceed three million dollars ($3,000,000.00) per fiscal year this agreement is in effect. See Exhibit "A" attached for line item pricing.

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Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" 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.

7.2.1 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 such amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

5% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the bid, and accepts the determination set forth in the bid of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports

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and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Invitation for Bid (IFB), including, but not limited to, original IFB, general conditions, specifications, drawings, exhibits to the IFB, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Bid Pages, CONTRACTOR's sworn statement

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on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the IFB and this Agreement

Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

a) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "A", IFB, addenda and documentation

Article 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 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 of all covenants, agreements and obligations contained in the Contract Documents.

10.4 Project Web Requirements:

a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.

b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors**. No additional software will be required.

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c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...
ASCELETA HAMMOND, CITY CLERK

By: DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

DocuSigned by:

DocuSign Envelope ID: AF8A5657-FF4C-4C1E-9F27-580CA4CD372F

"CONTRACTOR"

Witnesses:

Taylor Morris

(Print or Type Name)

Alisa Djilic

(Print or Type Name)

Murphy Pipeline Contractors, LLC

By: _____

Andrew Mayer Asst. Secretary

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me, by means of X physical presence or □ online notarization this 6th day of July, 2022, by Andrew Mayer as Asst. Secretary of Murphy Pipeline Contractors, LLC a Delaware corporation authorized to do business in Florida. He is personally known to me or who has produced _____(type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Florida

Sara Rounsville

(Name of Acknowledger Typed, Printed or Stamped)

HH 234383

Commission Number

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MPC MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Road, Jacksonville FL 32226
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com

Corporate Authorization

Andrew Mayer, Assistant Secretary of Murphy Pipeline Contractors, LLC. (the "Corporation"), a Delaware corporation, is duly elected and appointed officer of the Corporation and holds full corporate authority to enter any contracts and execute Bid Forms on behalf of the Corporation.

In witness whereof, I have caused this instrument to be executed and the corporate seal to be hereunto affixed on the 6th day of July 2022.

Seal:

Murphy Pipeline Contractors, LLC.

By:_____
Glenn M Shor
Vice President

NOTARY PUBLIC
Expires
2/28/2026
Sara D Rounsville
My Commission
HH 234383
STATE OF FLORIDA

Florida's Warmest Welcome

REQUEST FOR PROPOSALS
E-15-22

TRENCHLESS REHABILITATION
AND
PIPE-BURSTING TECHNOLOGY

RFP OPENING: JUNE 13, 2022, 2:00:00 P.M.

Virtual Zoom Meeting
For access go to:

https://www.pompanobeachfl.gov/meetings

Issued: May 12, 2022

REQUEST FOR PROPOSALS

The City of Pompano Beach (the "City") will receive sealed proposals for Request for Proposals (RFP) **E-15-22, Trenchless Rehabilitation and Pipe-Bursting Technology** until **2:00:00 p.m. (local), June 13, 2022.** Proposals must be submitted electronically through the eBid System on or before the due date and time as specified herein. RFP openings are open to the public. All Proposers and/or their representatives are invited to be present. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the RFP Documents and respond to this RFP. The solicitation documents can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the Zoom link.

INTRODUCTION

The intent of this RFP is to establish as needed, open-end contracts for service throughout the City on an annual basis. The project consists of furnishing all labor, equipment, tools, and materials for the trenchless replacement or rehabilitation of underground pipes, per attached specification, and as described herein.

A. TERM OF AGREEMENTS/CONTRACTS

The term of agreements/contracts will be five (5) years, with the option to renew for a maximum of one (1) additional five-year period, subject to mutual agreements/contracts.

B. SCOPE OF WORK

See Exhibits "Exhibit C - Technical Specifications", "Exhibit D - Pre-Chlorinated Pipe Bursting", "Exhibit E Sewer Slip-Lining", and "Exhibit F Slip-Lining of Existing Sewer Line" in the Attachments tab of the City's eBid System.

C. INSTRUCTIONS TO PROPOSERS

1. DEFINED TERMS

Terms used in these "Instructions to Proposers" have the meanings assigned to them in the "General Conditions". The term "Proposer" means one who submits a proposal directly to the City, as distinct from a sub-proposer, who submits a proposal to a Proposer. The term "Awarded Proposer" means the highest-ranked, qualified, responsible and responsive Proposer to whom the City (on the basis of the

City's evaluation as hereinafter provided) makes an award. The term "RFP Documents" includes the RFP and the proposed Contract Documents (including all addenda issued prior to receipt of proposals).

2. COPIES OF PROPOSAL DOCUMENTS

a. Complete sets of the Proposal Documents may be obtained from the City of Pompano Beach website at no charge.

b. Complete sets of Proposal Documents must be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

c. The City, in making copies of Proposal Documents available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF PROPOSALS

To demonstrate qualifications to perform the work, and to be considered for award, each Proposer must submit written evidence, such as previous experience, present commitments and other such data as may be called for in this document. The proposer shall provide documented evidence of the following:

a. Being actively engaged in the installation of pipe using the static pipe bursting of potable water main and wastewater gravity, force-main and sewer slip lining method for a minimum of seven (7) years.

b. Having performed one-hundred thousand feet (100,000') or more of water main replacement using the process of pre-chlorinated and/or and wastewater gravity, force-main pipe bursting and sewer slip lining in the United States of America over the past twenty-four (24) month period.

c. The work experience must have been performed under the company name with significant experience demonstrated by key personnel proposed. Experience must be with the use of a static pipe bursting system or slip lining, with evidence of two-inch (2"), four-inch (4"), six-inch (6"), eight-inch (8"), ten-inch (10") and twelve-inch (12") projects.

d. Submitting the project reference sheet by listing five (5) similar projects successfully completed within the last five (5) years. To be counted, each project reference must encompass: replacing potable water main, using the static pipe bursting method, using the pre-chlorination method and replacing wastewater gravity and force-main, using the static pipe bursting method and/or slip lining, all projects must be from the state of Florida.

e. Contractor must have at least (5) years of experience in the municipal installation of potable water and/or gravity/force main sewer systems in urban environments of Florida

and has successfully installed at least twenty-five thousand feet (25,000') of trenchless water distribution and/or wastewater collection systems in Florida.

f. Performing three-hundred (300) water service line installations or more using the process of Pit Launched Mini-Horizontal Directional Drill in the United States of America over the past five (5) years. Experience shall also include installation of water service lines under a public road with an asphalt surface using a Pit Launched Mini-Horizontal Directional Drill.

g. The vendor shall have a valid State of Florida Underground Utility Contractor's License.

4. PUBLIC ENTITY CRIMES

In accordance with Section 287.133 (2)(a), Florida Statutes: 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 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 Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5. DRUG FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs.

6. ANTI-KICKBACK ACT

The Awarded Proposer must comply with the Copeland "Anti-Kickback Act" (19 U.S.C. Section 874), as supplemented in U.S. Department of Labor Regulations (Exhibit A DOL 29 CFR, Part 3).

7. EXAMINATION OF CONTRACT DOCUMENTS AND SITES

a. It is the responsibility of each Proposer before submitting a proposal to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect costs, progress, performance or furnishing of the work, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Proposer's observations with the Contract Documents, and (e) notify the City of all conflicts, errors or discrepancies in the Contract Documents.

b. Information and data reflected in the Contract Documents with respect to or contiguous to the site is based upon information and data furnished to the City by owners of such facilities or others, and the City does not assume responsibility for accuracy or completeness thereof unless it is expressly provided otherwise.

c. Provisions concerning responsibilities for the adequacy of data furnished to prospective Proposers on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

d. Before submitting a proposal, each Proposer will, at Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Proposer deems necessary to determine its proposal for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

e. On request in advance, City will provide each Proposer access to the site to conduct such explorations and tests as each Proposer deems necessary for submission of a proposal. Proposer shall fill all holes, clean up and restore the site to its former condition, or better, upon completion of such explorations.

f. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.

g. The electronic submission of a proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this section and the General Conditions, that without exception the proposal is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

8. INTERPRETATIONS AND ADDENDA

a. All questions must be submitted using the Questions feature in the eBid System.

All questions must be submitted by 5:00:00 p.m. at least seven (7) calendar days before the scheduled solicitation deadline. No further questions will be accepted after this due date and time. Oral and other interpretations or clarifications will be without legal effect.

If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its proposal, to contact

the City's Purchasing Division at (954) 786-4098 to determine if any addendum was issued and to make such addendum a part of its proposal. Addendum will be posted in the eBid System.

b. An addendum may also be issued to modify the RFP Documents as deemed advisable by the City.

9. PROPOSAL SECURITY

a. Each proposal must be accompanied by Proposal Security made payable to the City in an amount of five percent (5%) of the Proposer's maximum Proposal Price and in the form of a certified check, cashier's check, or a Proposal Bond issued by a surety meeting the requirements provided herein. Proposer shall upload a copy of its Proposal Bond or a copy of the certified check to the Response Attachments tab in the eBid System. The Awarded Proposer will be required to submit the original executed Proposal Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.

b. The Proposal Security of the Awarded Proposer will be retained until such Proposer has executed the Contract and furnished the required contract security (if provided as a cashier's check or bank officer's check), whereupon the Proposal Security will be returned. If the awarded Proposer fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, the City may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposal Security of other Proposers whom the City believes to have reasonable chance of receiving the award may be retained by the City until a completed Contract has been issued, whereupon Proposal Security furnished by such Proposers will be returned.

c. The Proposal Bond, if provided, shall be issued by a Company having a registered agent in the State of Florida. This check or bond shall be retained by the City as liquidated damages should the Proposer refuse or fail to enter into a Contract with the City for the execution of the work provided in the proposal, in the event the proposal of the Proposer is accepted.

10. LIQUIDATED DAMAGES

a. Provisions for liquidated damages, if any, are set forth in the Contract.

b. Each Proposer must submit in its Proposal the amount of consideration required by the Proposer in return for the Proposer's promise of indemnity contained in the General Conditions section of this RFP. The amount to be submitted shall be no less than ten dollars $10.00.

11. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, shall be on the basis of materials and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Awarded Proposer/Contractor if acceptable to the City, application for such acceptance will not be considered by the City until after the effective date of the Contract.

12. PROPOSER ACKOWLEDGEMENT

a. The Proposer Acknowledgement is included with this RFP.

b. All requested information on the Proposer Acknowledgement is to be provided electronically using the City's eBid System.

c. In case of a discrepancy between unit prices and totals, unit prices will prevail.

13. SUBMISSION OF PROPOSALS

a. Proposals shall be submitted electronically using the City's eBid System on or before the due date and time specified herein.

b. More than one proposal received for the same work from an individual, firm or partnership, Corporation or Association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all such proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the proposals of participants in such collusion will not be considered.

c. A list of Proposers will be posted in the City's eBid System. The list of Proposers ***will not*** be read over the phone.

14. SUBMISSION/FORMAT REQUIREMENTS

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. Proposer shall upload response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:
In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:
Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:
Include a clear identification of the material by section and by page.

Letter of Transmittal:
Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Qualifications:
Proposer must present evidence that it is fully competent and has the necessary staff, equipment and financial resources to perform required services. Staff members with appropriate expertise must be noted.

Financial Information:
Provide a copy of the most recent audited financial statements for the proposing firm. If audited financial statements are not available, provide a copy of the most recent compiled financial statements, and a copy of the most recent tax form.

You may include additional information that will assist the City in the evaluation of the financial stability of your firm**.**

References:
Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:
Disclose any litigation within the past five (5) years arising out of your company's/firm's performance.

Other Information: Any additional information to assist the City in its evaluation of each proposal must also be included. Proposer may submit any unique information that it believes the City should consider when evaluating its proposal.

City Forms:
The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

a. Proposals may be modified or withdrawn at any time prior to the due date and time of the opening of proposals by using the "Retract" feature of the City's eBid System.

b. Proposers that withdraw proposals after the due date and time of the opening of proposals may be banned from doing business with the City for a period of thirty-six (36) months from the proposal opening due date.

16. OPENING OF PROPOSALS

A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to find the Zoom link.

17. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

a. All proposals will remain subject to acceptance for ninety (90) days after the day of the RFP opening, but the City may, in its sole discretion, release any proposal and return the Proposal Security before expiration of the ninety (90) days acceptance period.

b. Extensions of time when proposals shall remain open beyond the ninety (90) day period may be made only by mutual agreement between the City, the awarded Proposer, and the surety, if any, for the Awarded Proposer.

18. AWARD OF CONTRACT

a. The City reserves the right to reject any and all proposals, to waive any and all informalities not involving price, time and changes in the work and to negotiate contract terms with the Awarded Proposer, and the right to disregard all nonconforming nonresponsive, unbalanced or conditional proposals. Also, the City reserves the right to reject the proposal of any Proposer if the City believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the proposal is non-responsive and non-responsible or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.

b. In evaluating proposals, the City will consider the qualifications of the Proposers, whether or not the proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the RFP or prior to the Notice of Award.

c. The City may consider the qualifications and experience suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

d. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, Proposed Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to the City's satisfaction within the prescribed time.

e. The City reserves the right to award one, two, or more contracts to the highest ranked Proposers, which in the City's sole discretion will be in the best interest of the City.

f. City reserves the right to postpone the award of the Contract for a period of time, which shall not exceed ninety (90) calendar days from the RFP opening date. City may, at its sole discretion, release any proposal and return the Proposal Security prior to that date. City also reserves the right to ask for additional postponement time, which the Proposer may provide written binding acceptance. An email to the purchasing representative from an authorized agent of the Proposer shall be considered a written binding acceptance of the postponement time.

g. The Awarded Proposer will receive an automatically generated notice from the eBid System or an email notification from the City's Purchasing Division.

h. The Awarded Proposer will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract Documents. All Proposal Bonds, Contract Bonds, Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida. **Proposal Bonds, Performance and Payment Bonds are required. Performance and Payment Bonds must be recorded with Broward County. Insurance is required for all proposals.**

19. CONTRACT SECURITY

When the Awarded Proposer delivers the executed Contract to the City, it must be accompanied by the required Performance and Payment Bonds.

20. SIGNING OF CONTRACT

When the City gives a Notice of Award to the Awarded Proposer, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to the City with the required Bonds. Within fifteen (15) days thereafter, the City shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

21. COMPOSITION OF PROJECT TEAM

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing

22. TAXES

The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

23. NOTICE TO CONTRACTOR

Pursuant to "Exhibit B - Chapter 8 CFR 274a.2" (found of the Attachments tab of the City's eBid system), the employment of unauthorized aliens by any Contractor is considered a violation of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract.

24. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, national origin, ancestry, and physical or mental disability in the operations conducted under the Contract. Included as applicable activities by the Contractor under this section are the RFP for, or purchase of, goods or services, or the subcontracting of work in performance of the Contract.

25. OCCUPATIONAL HEALTH AND SAFETY

In compliance with Section 442, Florida Statues, any items included in the latest edition of "Florida Substance List", which are delivered from a Contract resulting from this RFP, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

a. The chemical name and the common name of the toxic substance.

b. The hazards or other risks in the use of toxic substance, including:

   i. The potential for fire, explosion, corrosiveness, and reactivity;

   ii. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

   iii. The primary routes of entry and symptoms of overexposure.

c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

d. The emergency procedure for spills, fire disposal, and first aid.

e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

f. The year and month, if available, that the information was compiled and the name, address, and the emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding Section 442, Florida Statutes should be directed to:

Department of Labor and Employment Security, Division of Safety, 2002 Old St. Augustine Road, Tallahassee, Florida, 32399; telephone: 1-800-367-4378.

ALL TOXIC SUBSTANCES MUST BE LABELED FOR IDENTIFICATION, IN ACCORDANCE WITH O.S.H.A. STANDARDS.

Notice: Federal I.D. Number must be referenced on your invoice for us to process payment. Please note I.D. Number on Proposal Response page.

26. WASTE REMOVAL SERVICES

The City has contracted with Coastal Waste & Recycling, Inc., for residential and commercial solid waste collection and disposal services. The City has granted to Coastal Waste & Recycling, Inc., the sole and exclusive right, franchise, license and privilege to provide non-hazardous solid waste collection, removal and disposal services within the corporate limits of the City, including collection and removal of certain Construction and Demolition Debris. The Awarded Proposer/Contractor shall coordinate with Coastal Waste & Recycling, Inc., the level and type of service to be provided and the manner of collection charges. Any Contractor or Subcontractor performing construction work within the City of Pompano Beach must use the City's franchised hauler for garbage removal services including removal of Construction and Demolition Debris generated over ten (10) cubic yards, with the exception of Source Separated Recovered Materials as defined in Section 403.703(24), Florida Statutes and Chapter 96 of the City Ordinance. The City's current franchised hauler is Coastal Waste & Recycling, Inc., which may be contacted directly for dumpsters and/or roll-offs at:

Coastal Waste & Recycling, Inc.
1840 NW 33rd Street
Pompano Beach, FL 33064
(954) 947-4000

27. PERMITS AND FEES

The Contractor awarded this RFP, shall be required to obtain and pay for the permits and/or fees indicated on the chart below in the amounts set forth or pursuant to the formula for percent or unit method which is indicated.

Fees cannot be waived and must be collected by the City from the Contractor. Contact the City department below for additional details regarding the required permit and fee.

FEE OR PERMIT	CITY DEPARTMENT	COST (SET FEE OR PERCENT OF PROJECT AMOUNT)
All construction within City right-of-way	Engineering	Waived
All utilities tie-ins to City water, sewers, and drainage	Engineering	Waived
Paving	Engineering	Waived
Fire plan review for new construction, additions and alterations	Building Inspection	See City Code of Ordinances 95.14
Fire alarm and fire sprinkler plan review (new installations)	Fire Plan Review	See City Code of Ordinances 95.14
Fire hydrant flow test	Fire Plan Review	See City Code of Ordinances 95.14
Business Tax Receipt (only if the Contractor has a temporary office in the City of Pompano Beach)	Zoning	See City Code of Ordinances
Site plan review	Zoning	See City Code of Ordinances
Rezoning	Zoning	See City Code of Ordinances
Variance	Zoning	See City Code of Ordinances
Tree Permit application fee	Zoning	See Zoning Code/City Code of Ordinances
Landscape reinspection fee	Zoning	See Zoning Code/City Code of Ordinances
Capital recovery fees	Customer Service	See City Code of Ordinances 50.13 and 51.11
Tapping fee	Customer Service	See City Code of Ordinances
Deposits (water bill)	Customer Service	Deposit based upon size of meter (only applies if Contractor responsible for water bills during period between meter installation and City acceptance of project.)
Administrative fee	Customer Service	See City Code of Ordinances
Building permit	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Building Reinspection fee	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Certificate of occupancy	Building Inspection	See Bldg Fee Schedule/City Code of Ordinances
Lien law	Building Inspection	$5.00
Surcharge Bwd. Cty. Bd. of Rules & Appeals	Building Inspection	$0.60 per $1,000 valuation
Surcharge Fla. Statute 553.721	Building Inspection	1.5% of permit fees, minimum $2.00
Surcharge Fla. Statute 468.631	Building Inspection	1.5% of permit fees, minimum $2.00

D. PROPOSER'S RESPONSIVENESS AND RESPONSIBILITY

Award of RFP shall be to the highest-ranked Proposer(s). In determining responsiveness and responsibility in the Proposer(s), and the purchase(s) or contract(s) that will best serve the interests of the City, the Commission, City Manager, and General Services Director, as appropriate shall consider, but shall not be limited to, in addition to price the following:

1. Responsiveness:

Each proposal shall be reviewed in accordance with the conditions provided herein. If a Proposer fails to satisfy these conditions, the proposal may be deemed non-responsive by the City and not considered for further review.

a. The proposal must be submitted prior to the deadline provided in the eBid System. Submission will not be accepted outside the eBid System, including but not limited to faxed, emailed, or hand delivered to the City's Purchasing Division of the General Services Department and/or any other City Department. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

b. Qualification of Proposer's form must be completed and uploaded to the Response Attachments tab of the City's eBid System.

2. Responsibility Documentation:

To demonstrate the Proposer's responsibility, the Proposer must submit to the City the information provided herein. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

a. Bonding: Each proposal requires a cashier's check or Proposal Bond executed on the prescribed form, payable to the City of Pompano Beach, P.O. Box 1300, Pompano Beach, Florida, 33061, in an amount not less than five percent (5%) of the proposal amount. Proposer shall upload a copy of its Proposal Bond or a copy of the cashier's check to the Response Attachments tab in the eBid System. The Awarded Proposer will be required to submit the original executed Proposal Bond or cashier's check prior to the execution of the Contract and before the commencement of any work.

   The Proposal Security of the Awarded Proposer will be retained until such Proposer has executed the Contract and furnished (if required) contract security, (if provided as a cashier's check or certified check), whereupon the Proposal Security will be returned. If the Awarded Proposer fails to execute and deliver the Contract and furnish the required contract security within ten (10) days after the Notice of Award, The City may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposal Security of other Proposers whom City believes to have reasonable chance of receiving the award may be retained by the City until a completed contract has been executed, whereupon Proposal Security furnished by such Proposers will be returned.

   The executed Proposal Bond, if provided, shall be issued by an entity having a registered agent in the State of Florida. This check or bond shall be retained by the City as liquidated damages should

the Proposer refuse or fail to enter into a contract with the City for the execution of the work embraced in the proposal, in the event the proposal of the Proposer is accepted.

b. Prior Project Experience and References: Proposer must provide the following verifiable information with the proposal at the time it is submitted:

   i. Evidence that Proposer was the Prime Contractor on five (5) projects completed (final completion) within the last five (5) years. Each project must be within the continental United States and must have been in the amount of two hundred thousand dollars ($200,000.00) each or more, and of similar complexity and scope.

      Proposer must describe the following: 1) the project and the work actually completed by Proposer, 2) how the referenced project relates to this RFP, and 3) the amount paid to Proposer for the work completed; and

   ii. At least one verifiable client reference for each project described previously. Proposer must provide the client name, client phone number, and client e-mail address for each project. If the Proposer has done work for the City, the City may at its discretion rely on the City's past performance records or may contact references. The City will only attempt to contact each reference three times.

   iii. If the Proposer fails to provide the previously described items, or if the City is unable to reach a reference after three (3) attempts, the City may deem the Proposer non-responsible.

   iv. The City reserves the right, at its sole discretion, to deem a Proposer's response non-responsible and reject it if the references submitted do not conform to the above, or the references are deemed unsatisfactory to the City.

c. License Requirements - Be able to provide proof of required licensure. (Such licensure must have been obtained prior to the date of Proposal submission.)

d. Corporations and Partnerships - The City will review the Proposer's business to confirm that it is in good standing with the Florida Department of State, Division of Corporations based on the information provided in the Construction Proposal Form.

e. Have a satisfactory past and/or current performance record - based on the information gathered by the City regarding Proposer performance on past or current contracts. The City shall rely on the contractor's periodic performance evaluations and any other reasonable and reliable sources within City's organization and control from past and present City projects where applicable.

f. Be financially solvent and have sufficient financial resources to perform the resulting Contract and shall provide proof thereof of its financial solvency. The City may as at its sole discretion ask for additional proof of financial solvency, including additional documents post RFP opening, and prior to award that demonstrated the Proposer's ability to perform the resulting contract and provide the required materials and/or services.

g. Have the necessary production capacity, construction, and owned equipment, or the ability to obtain them.

h. Provide satisfactory evidence that such elements as production control procedures, property control systems, quality assurance procedures, and safety programs applicable to work to be produced or services to be performed by the Proposer, Suppliers and Subcontractors are present.

i. Have the necessary management organization, experience, technical skills, accounting and operational controls, plan, manpower, financial resources and be otherwise qualified and eligible to perform the work under applicable laws and regulations.

E. PROPOSER ACKNOWLEDGEMENT

1. The Proposer submits and agrees, if this proposal is accepted, to enter into a Contract with the City in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this proposal and in accordance with the other terms and conditions of the Contract Documents.

2. Proposer accepts all of the terms and conditions of the RFP and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal Security. This proposal will remain subject to acceptance for ninety (90) calendar days after the RFP Opening. Proposer will sign and submit the Contract with the bonds and other documents required by RFP Documents within ten (10) days after the date of City's Notice of Award.

3. In submitting this proposal, Proposer represents, as more fully set forth in the Contract, that:

   a. Proposer has examined copies of all the RFP documents and the addendum/addenda.

   b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

   c. Proposer has studied carefully all reports and drawings of physical conditions, which are identified in the RFP.

   d. Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies [in addition to or to supplement those referred to in (c) above], which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work as Proposer considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.

e. Proposer has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing site conditions and assumes responsibility for such. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said site are or will be required by Proposer in order to perform and furnish the work at work Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents.

f. Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

g. Proposer has given City written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.

h. This proposal is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from proposing; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer accepts the provisions of the Contract as per liquidated damages in the event of failure to complete the work on time.

5. Proposer agrees that all Federal, State and Local sales and use taxes are included in the stated Proposal Prices for the work.

6. Proposer further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the unit prices herein (if applicable) represent a true measure of the labor, materials, equipment and any other incidentals required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

8. The Proposal pricing includes all the necessary excavation, backfill, grading, restoration, and removal of materials attendant upon the construction of the work, complete in place, and the disposal of all excess materials, and the final cleaning up of the work.

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F. SELECTION/EVALUATION PROCESS

A Selection/Evaluation Committee (the "Committee") will be appointed to recommend the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission. Proposals will be evaluated using the following criteria:

Line	Criteria	Point Range
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10
3	Availability of personnel:	0-15
4	Proximity of the nearest office to the City of Pompano Beach	0-5
5	Financial Responsibility	0-20
6	Owned Equipment Age of equipment	0-35
	Total	0-100

Financial statements or other financial information that are required as submittals to prequalify for a solicitation will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for a solicitation, and were not required by the City, may be subject to public disclosure.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company's/firm's representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission (for its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

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QUALIFICATION OF PROPOSERS

To demonstrate qualifications to perform the Work, and to be considered for award, each Proposer must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Proposal must contain evidence of Proposer's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

1 How many years has your organization been in business as an Underground Utility and Excavation Contractor?

_____

2 State of Florida Contractor's license #_____

Broward County Certificate of Competency #:_____
Expiration Date: _____

3 What is the last project of this nature that you have completed?

_____

4 Have you ever failed to complete work awarded to you? If Yes, where and why?

_____

_____

5 List all work performed over the last year.

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

6 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name _____

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

7 The following are names as three (3) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON

_____

8 Have you personally inspected the proposed work and have you a complete plan for its performance?

_____

9 The following information shall be provided for this project:

(a) Estimated total construction manhours _____

(b) Percent manhours to be performed by Contractor's permanent staff _____

(c) Percent manhours to be performed by direct hire employees _____

Equipment

10 What equipment do you own that is available for the proposed work?

_____

_____

11 What equipment will you purchase for the proposed work, and the estimated delivery period from time order is placed for equipment?

_____

_____

_____

_____

_____

_____

CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE PROPOSAL IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Conflict of Interest: For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Section 112.313, Florida Statutes.

No_____ Yes_____

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REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE PROPOSAL IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify

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STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

REQUESTED CERTIFICATION BELOW IS ON THE ATTRIBUTES TAB FOR THE BID IN THE EBID SYSTEM. THIS INFORMATION MUST BE PROVIDED ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which 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 proposal 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 proposals 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 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 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 this section.

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

_____ _____
CONTRACTOR'S SIGNATURE CONTRACTOR'S PRINTED NAME

Date: _____

Contractor Performance Report



CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3. RFP# & or P.O.#: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables):

_____

_____

_____

_____

_____

_____

_____

_____

_____

Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	**ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED**

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customer's expectations are exceeded.

Would you select/recommend this contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

Ratings completed by (print name)	Ratings completed by signature	Date
Department Head (print name)	Department Head Signature	Date
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

PROPOSAL BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , _____

_____ as principal, and

_____

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of _____ Dollars ($ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Proposal to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(RFP Name) _____

WHEREAS, it was a condition precedent to the submission of said proposal that a cashier's check or proposal bond in the amount of 5 percent of the base proposal be submitted with said proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base proposal, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said _____,
as Principal herein, has caused these presents to be signed in the name by its _____
_____ and attested by its _____ under its corporate seal,
and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
under its corporate seal, this _____ day of _____ A.D. _____
(year)

Signed, sealed and delivered in
the presence of:

_____
Principal -

_____ By: _____

_____
As to Principal

_____

Surety
_____ By:_____
Attorney-in-Fact
(Power-of-Attorney to be attached)
_____ By: _____
Resident Agent

END OF SECTION

SAMPLE AGREEMENT

THIS AGREEMENT is dated _____ by and between CITY OF POMPANO BEACH, FLORIDA (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

The project consists of the furnishing of all labor, equipment and materials for: Trenchless pipe rehabilitation & related items and services

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: (RFP Name) _____.

Article 2. ENGINEER

Not Applicable.

Article 3. CONTRACT TIME

This Contract shall be for a term of five (5) years or less beginning with the date this Agreement is fully executed by both parties. Contract term may be renewed for an additional five (5) year term, with City Commission approval, and written agreement by OWNER and CONTRACTOR. In addition to the requirements of Article 4 below, CONTRACTOR shall include, to the best of their ability, a substantial and final completion time with their plan to provide work under this Agreement. Specific assigned tasks performed pursuant to this Agreement shall be timely completed as directed by staff depending upon the emergent circumstances and as required to repair and protect the utility facilities and the public. Upon mutual agreement of substantial and final completion times for a project between both parties, failure of the CONTRACTOR to meet the substantial and final completion times for a project shall result in the application of liquidated damages as per Article 5 below.

Article 4. PRECONSTRUCTION PHASE REQUIREMENTS

Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the OWNER's General Services Department and two or more Notices to Proceed issued by the Contract Administrator. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to OWNER of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall be commenced within ten (10) calendar days after the date of the first Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract drawings from Consultant to apply for construction permits to the applicable permitting authority. Issuance of all permits by the permitting authority shall be a condition precedent to the issuance of a

second Notice to Proceed for all other Work. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind during the permitting process. The Work to be performed pursuant to the second Notice to Proceed shall be commenced within ten (10) calendar days of the Project Initiation Date specified in the second Notice to Proceed.

Article 5. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 3, above, plus any extensions thereof allowed in accordance with the EXHIBIT "B" GENERAL CONDITIONS. They also recognize the delays, expense and difficulties involved in the 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 two hundred and 00/100 dollars ($200.00) for each day that expires after the time specified in Article 3 for Substantial Completion, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services 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 the OWNER one hundred and 00/100 ($100.00) for each day that expires after the time specified in Article 3 for completion of Work and readiness for final payment, plus any monies paid by the OWNER to the ENGINEER for additional engineering and inspection services.

Article 6. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See PROPOSAL attached from RFP/contract documents.

Article 7. PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit Applications for Payment in accordance with the EXHIBIT "B" GENERAL CONDITIONS. Applications for Payment will be processed by ENGINEER as provided in the EXHIBIT "B" GENERAL CONDITIONS.

7.2 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the EXHIBIT "B" 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.

7.2.1 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 such

amounts as ENGINEER shall determine, or OWNER may withhold, accordance with the EXHIBIT "B" GENERAL CONDITIONS.

10% of Work completed will be withheld by OWNER as retainage.

7.2.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with the EXHIBIT "B" GENERAL CONDITIONS.

7.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the EXHIBIT "B" GENERAL CONDITIONS, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said EXHIBIT "B" GENERAL CONDITIONS.

Article 8. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

8.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract documents,

Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

8.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the RFP, and accepts the determination set forth in the RFP of the extent of the technical data contained in such reports and Drawings upon which CONTRACTOR is entitled to reply.

8.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to or to supplement physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the EXHIBIT "B" GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

8.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, or investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

8.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8.7 By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Article 9. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of this Agreement and the following Exhibits, attached hereto and by reference incorporated herein and made a part hereof:

Exhibit "A" – Request for Proposals (RFP), including, but not limited to, original RFP, general conditions, specifications, drawings, exhibits to the RFP, insurance requirements, any addenda issued and all documentation submitted by the CONTRACTOR; including, but not limited to, CONTRACTOR's Proposal Pages, CONTRACTOR's sworn statement on drug-free workplace, CONTRACTOR'S insurance certificate, any documentation submitted by the CONTRACTOR prior and after award in relation to the RFP and this Agreement
Exhibit "B" – EXHIBIT "B" GENERAL CONDITIONS
Exhibit "C" – Supplementary Conditions

This Agreement and the exhibits listed above, including any approved amendments to the Agreement comprise the entirety of the contract documents between the OWNER and CONTRACTOR. This Agreement may only be amended, modified or supplemented as provided in Exhibit "B", General Conditions.

Any inconsistency in this Agreement and its exhibits listed above shall be resolved by giving precedence in the following order:

a) This Agreement
b) Exhibit "B", General Conditions
c) Exhibit "C", Supplementary Conditions
d) Exhibit "A", RFP, addenda and documentation

Article 10. MISCELLANEOUS

10.1 Terms used in this Agreement which are defined in the EXHIBIT "B" GENERAL CONDITIONS will have the meanings indicated in the EXHIBIT "B" GENERAL CONDITIONS.

10.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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 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 of all covenants, agreements and obligations contained in the Contract Documents.

10.4 Project Web Requirements:

a. This project shall utilize e-Builder Enterprise (Software), a web-based project management software. OWNER shall use the Software to manage all project documents, communications and costs between the CONTRACTOR and OWNER. Training will be provided for the CONTRACTOR and all subcontractors that require access to the software.

b. CONTRACTOR shall conduct project controls outlined by the OWNER utilizing the Software. **The designated web-based application license(s) shall be provided by the OWNER to the CONTRACTOR and subcontractors**. No additional software will be required.

c. CONTRACTOR shall have the responsibility for logging in to the project web site on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via the Software.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By:_____
REX HARDIN, MAYOR

By:_____
GREGORY P. HARRISON, CITY MANAGER

Attest:

_____ (SEAL)
ASCELETA HAMMOND, CITY CLERK

Dated:_____

APPROVED AS TO FORM:

_____
MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Witnesses:

Company Name

_____

By:_____
AUTHORIZED SIGNER, POSITION

_____
(Print or Type Name)

_____

_____
(Print or Type Name)

STATE OF State of Incorporation

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization this ____ day of _____, 20__, by AUTHORIZED SIGNER as _____ of Company Name, a State of Incorporation corporation on behalf of the corporation OR a $state_of_incorporation limited liability company OR a foreign corporation authorized to do business in Florida. He/She is personally known to me or who has produced _____(type of identification) as identification.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF $state_of_incorporation

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

General Conditions of the Contract

ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: The City of Pompano Beach, Florida, (also referred to as the "City").

1.02.02 **Contractor**: The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the work defined by the Contract Documents.

1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the work of this Project and provide Construction Contract Administration as described in the Contract Documents.

1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.

1.04 **Final Completion**: Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the work, have inspected, approved and certified the work.

1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "**Inspector,**" who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.

1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.

1.07 **Other Contractors**: Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the work covered by the Contract.

1.08 **Owner's Representative**: The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)

1.09 **Phase**: A designated subdivision of the work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.

1.10 **The Project**: The total construction of which the work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate Contractors.

1.11 **Punch List**: A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

1.12 **Subcontractor**: A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or Subcontractors of a separate Contractor.

1.13 **Sub-Subcontractor**: A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor. The term "Sub-Subcontractor" does not include separate Subcontractors of a separate Contractor.

1.14 **Submittals**: Are prepared by the Contractor or those working on his behalf (Subcontractors, material suppliers, and others) to show how a particular aspect of the work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final “as-builts”, surveys, videos and other types of information described in the specifications.

1.15 **Substantial Completion**: The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultant’s Contract with the Owner.

1.17 **Superintendent**: The executive representative for the Contractor be present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.

1.18 **Work**: The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the Project.

1.19 **Written Notice**: Shall be deemed to have been duly served if 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, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, Fax or other telephonic transmission shall not be considered as written notice.

ARTICLE 2. THE WORK.

2.01 The Contractor shall perform all of the work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the work, and shall perform the work in a good and workmanlike manner with sufficient manpower to perform the work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the work in strict accordance with the Contract Documents.

2.02 When completed the work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the work, all safety precautions and programs required in connection with carrying out the work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the work and that all systems and work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the work.

3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.

3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the work.

ARTICLE 4. INTENT AND INTERPRETATION.

4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work.

4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.

4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. CITYSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT.

5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.

5.02 The Contractor shall have the right to keep copies of same upon completion of the work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.

5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

6.01 Water for Execution of the work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.03 Temporary Sanitary Facilities and Sewers:

6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance will be permitted.

6.03.03 Upon completion of work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

7.01.01 Such schedule shall be in a form acceptable to the Owner.

7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.

7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.

7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 If at any time during the progress of work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the work on or before the required Substantial Completion Date.

7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.

7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its work with such diligence as will assure completion within the time specified.

7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

7.04.01 Elect to proceed with the work with its own employees, agents, Contractors, Subcontractors, Suppliers and assess all costs, expenses or fees for same against Contractors and/or

7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

8.01 The work, equipment and material provided under this Contract may be subject to expediting by Owner.

8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION.

9.01 When the Contractor considers that the work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

9.01.01 For a Project with an estimated cost of less than ten million dollars ($10,000,000), the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.01.02 For a Project with an estimated cost of ten million dollars ($10,000,000) or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.02 For a Project involving the construction of more than one building or structure, or involving a multi-phased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.

9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed one hundred-fifty percent (150%) of the total costs to complete the outstanding item.

9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS.

10.01 Schedule of Values:

10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.

10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.

10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.

10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.

10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.

10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:

a. Within ten (10) days, review the Application for Payment and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Application for Payment and is as required by the Contract Documents.

b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.

10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.

10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.

10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all Subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.

10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all Subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having Subcontractors, laborers, suppliers, materialmen or others paid.

10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR.

11.01 The Owner may withhold as retainage five percent (5%) of the payment owed to the Contractor until fifty percent (50%) completion of the Project. After fifty-percent (50%) completion is reached the owner may reduce the retainage withheld from each subsequent progress payment.

11.01.01 Fifty-percent (50%) completion shall be defined in the Contract Documents. If not defined, fifty percent (50%) completion shall be the point at which the Owner has expended fifty percent (50%) of the total cost of the construction services purchased with all costs associated with existing change orders and any other additions or modifications to the construction services provided for in the Contract Documents.

11.01.02 After fifty percent (50%) completion of the Project, the Contractor may present to the Owner an Application for Payment of up to one-half (1/2) of the retainage retained by the Owner prior to the fifty-percent completion date.

The Owner shall promptly make such payment unless the Owner has grounds for withholding the payment retainage as provided herein.

11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more Contractors or suppliers, the Contractor shall timely remit payment of such retainage to those Subcontractors or suppliers.

11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.

11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

11.04.01 The work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

11.04.02 Liquidated Damages as set forth in this Contract;

11.04.03 Defective work unremedied;

11.04.04 Punch-List items unremedied;

11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another Contractor at the request of Owner, which work is within the scope of the work under this Construction Contract;

11.04.06 Claims filed by Subcontractors, laborers, suppliers, materialmen or others;

11.04.07 Failure to comply with any and all insurance requirements;

11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;

11.04.09 Damage to the Owner or another Contractor;

11.04.10 Reasonable evidence that the work will not be completed on or before the Substantial Completion or Final Completion Date;

11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE CITY.

13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the work as required herein, the Owner may instruct the Contractor to cease and desist from performing the work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another Contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the work and bear full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings and Other Submittals:

16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the work, various submittals including shop drawings as required for the work of the various trades.

16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the work.

16.07.04 The Contractor shall not do any work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.

16.07.05 All work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that work installed pursuant thereto conforms with the requirements of the Contract Documents.

16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.

16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.

16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the work.

ARTICLE 17. SUBCONTRACTS.

17.01 The Contract Documents make no attempt to fix the scope of the work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

17.02.01 The General form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.

17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application for Payment submitted by the Contractor.

17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.

17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another Contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.

17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition, each Subcontractor and supplier must warrant all of its work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.

17.07 Owner may at its discretion require Contractor to have major sub-Subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT.

18.01 Before starting the work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the work at all times when the work is actually in progress.

18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

19.01 The Owner and other Contractors and Subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other Contractors to avoid any delay or hindrance of the work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate Contractor's work as fit

and proper to receive Contractor's work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the work.

20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and Generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and Generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or changes to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

21.01.02 Contractor shall continuously inspect all of its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Contractor shall comply with all applicable laws and regulations.

21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until completion and final acceptance of the work under this Contract.

22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

23.01 The Project Consultant will provide Administration of the Contract.

23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.

23.04 The Project Consultant and Owner will each have the authority to reject work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.

23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.

23.06 The Project Consultant will review and certify the Contractor’s Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the work in compliance with the Drawings and Specifications and other Contract Documents.

23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.

23.09 Notwithstanding anything to the Contrary in these General Conditions or any other “Contract Document” as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor’s performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the work or for obvious economic benefits accruable to the Owner.

24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the work.

24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

25.02.02 Evidence that proper storage security is provided.

25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.

25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.

25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

25.06 The Contractor warrants that title to all of the work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor’s next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

26.01.02 The Contractor shall permit and facilitate inspection of the work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the work as Owner in its discretion desires.

26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the work.

26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.

26.02 If any work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.

26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the work.

26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor’s warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE CITY’S PERSONNEL.

28.01 The Contractor shall provide, at Contractor’s expense, for the duration of the work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Contract between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, Subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

32.01 One or more changes to the work within the General scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.

32.02 The Contractor shall proceed with any extra work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,

b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost-Plus Price basis (as set forth in Article 32.02.08 below) by determining the "total actual costs" (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of work required by the change.

32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's Contract to the ordered changes in the work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.

32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such work shall be executed under the terms of the original Contract.

32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

32.02.08 The value of any change ordered under the Contract for extra work and/or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.

b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non-job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of Subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead, expenses or costs.

PROFIT, may then be added by the Subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of ten percent (10%) of the sum of those costs.

JOB SITE OVERHEAD, including General supervision and the furnishing, use and maintenance of small equipment incidental to and required for the work of the General Contractor (including that of his Subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non-job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

d. BOND ALLOWANCE, for maintaining the Performance Bond at one hundred percent (100%) of the contract amount, a sum of one percent (l%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

a. Material costs actually recorded by the Contractor and/or Subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

c. Rentals for special equipment or machinery such as power-driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his Subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent (10%) of the original construction contract amount, not to exceed seventy-five thousand dollars ($75,000) in the aggregate.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other Contractors and Subcontractors on safety matters.

34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.

34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

34.05 Contractor shall maintain all portions of the work in a neat, clean and sanitary condition at all times.

34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.

34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.

34.08 Safety Precautions and Programs:

34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Project Consultant in writing. The work in the affected area shall not thereafter be resumed except by written notice from the Owner. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

34.08.03 The Contractor shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

34.09 Safety of Persons and Property

34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Employees on the work and other persons who may be affected thereby;

b. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors; and

c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-Subcontractors, to include:

a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.

b. Holding weekly safety meetings with employees and Subcontractors.

c. Implementing OSHA Voluntary Protection Programs.

d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

e. Compliance with the Drug Free work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a one hundred twenty (120) mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Contractor shall pay all royalties and license fees.

35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of one dollar ($1.00), receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Solicitation Documentats and Specifications if any.

ARTICLE 36. TAXES.

36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.

36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's

performance under this Contract, the condition of the premises, and/or the Contractor's acts of omission or commission.

37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of ten dollars ($10.00), which payment is incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Contract and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Solicitation Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to Subcontractors;

39.02.02 Preserving and protecting work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE CITY.

40.01 The Owner may, at the Owner's option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor seven (7) days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Contract;

2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of Subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) days written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

40.03.02 In such case, the Contractor shall not be paid further until the work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall

survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE.

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than one million dollars ($1,000,000) for injury or death to any one person and not less than two million dollars ($2,000,000) each occurrence; and shall carry insurance against property damage in limits of not less than one million dollars ($1,000,000) per claimant and two million dollars ($2,000,000) per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor’s completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars ($1,000,000) per claimant, one million dollars ($1,000,000) per occurrence.

41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.

41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the work and for a period of one year after final completion.

41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor’s respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND.

42.01 For a Project with an estimated cost of two million dollars ($2,000,000) or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS.

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of awarded and non-awarded Proposers), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

43.04 Contractor shall require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of ten percent 10% of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS.

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.

45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

46.01 The Construction Contract shall be governed by the laws of the State of Florida.

46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor’s Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the Generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the Subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 A. The City of Pompano Beach is a public agency subject to Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of 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, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

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 records to the City; and

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

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 THE REQUIREMENT

A. The Contractor shall at all times maintain at the site of the project a record copy of the following:

1. Drawings
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract.
5. Approved Shop Drawings, Product Data and Samples.
6. Field Test Records.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. General Conditions.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with Construction Specifications Institute (CSI) format.

C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the City's Representatives.

1.04 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by Project Manager.

1.05 RECORDING

Definition: The Project Record is the updated and revised plans and specifications, including a running account of all known revisions and changes made to the original plans and specifications, complete with copies of any field sketches and clarifications, issued over the course of construction. The Project Record is the responsibility of the Contractor.

A. The Contractor shall label each document, "Project Record" in neat large printed letters, or by rubber stamp.

B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
3. Field changes of dimension and detail.
4. Changes made by Field Order or by Change Order.
5. Details not on original Contract Drawings.
6. The Record Drawing set shall show benchmark positions and their vertical values. Benchmarks are optional for Plan Views, but required for Profile Views.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and supplier of each produce and item of equipment actually installed.
2. Changes made by field order or by Change Order.

1.06 RECORD DRAWINGS

Definition: The Record Drawings are a revised set of drawings submitted by a Contractor upon completion of a project. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the Contract.

A. The Contractor shall maintain full size (24"X 36") project record to reflect the "record" items of work as the work progresses. Upon completion of the work, the Contractor shall prepare a set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS). The record drawings will, in the greatest possible detail, reproduce the exact final conditions of the entire project. Including, but not limited to, final

survey, utilities, architecture, structural, civil conditions, electrical, mechanical, paving, landscaping, irrigation, updating all details and all notes, parking, and any other plans related to a specific project. For the purpose of producing the final record drawings, based on the project record, the Consultant will furnish one set of full-size design drawings on reproducible material and an electronic file (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) to the Contractor on compact disk or any other electronic means.

Definition: Design drawings or construction drawings are subject to clarifications, but are complete with enough information (plan, sections, dimensions, details, and notes, etc.) to enable the depicted item's construction or replication without additional information.

B. At a minimum the project record shall be reviewed on the 20th working day of every third month, or more often, as deemed necessary by Project Manager, after the month in which the final Notice-to Proceed is given as well as on completion of work. Failure to maintain the project record up-to-date shall be grounds for withholding monthly progress payments until such time as the record drawings are brought up-to date.

C. The project record shall be accessible to the City at all times during construction period.

D. The cost of maintaining record changes, and preparation of the record drawings shall be included in the unit prices proposed for the affected items. Upon completion of the work, the Contractor shall furnish the Project Manager the set of record drawings on full-size, reproducible material and an electronic file in (DWG format, AutoCAD, Version 2011 or more recent version OR GIS) Pay request quantities must match this same set of record drawings. The completed Record drawings shall be delivered to the Program Manager at least forty-eight (48) hours prior to final inspection of the work. The Final Inspection will not be conducted unless the Record Drawings are in the possession of the Project Manager.

E. The completed (or final) record drawings shall be certified by a Professional Land Surveyor, a registered and licensed Architect, a registered and licensed Engineer, a registered and licensed Landscape Architect, registered in the State of Florida. This certification shall consist of the professional discipline official's embossed seal bearing the professional discipline official's registration number, signature and date on each sheet of the drawing set. In addition, the key sheet, cover sheet or first sheet of the plans set shall list the business address and telephone number for all of the professional discipline officials.

F. Representative items of work that should be shown on the record drawings as verified, changed or added are shown below:

1. All deviations from condition shown in the Construction Documents including Change Orders, Field Orders and other varying conditions.

2. Every utility (gas, telephone, power, water, force main, etc.) encountered and/or crossing drainage, water or sanitary sewer facilities (whether it is a conflict or has sufficient clearances) shall be located, both horizontally and vertically. The clearance between the facilities horizontal and vertical shall be noted. For instance, if a two inch (2") gas main crosses over the top of a six inch (6") potable water main, the bottom elevation of the gas main shall be noted and the top of the water main shall be noted. The difference between the two facilities will be the clearance between the two facilities. Parallel mains shall note the clearance between the outside of the mains. It shall be the Contractor's responsibility to note these crossings on a daily basis and ensure that this information is reflected on the Record Drawing plan set. Crossings will not require state plane coordinates.

3. Pipelines that are "dead" or have been abandoned shall be located during construction and shall be annotated Record Drawing Plans.

4. As-built survey drawings shall meet applicable minimum technical standards for land surveys as outlined in Section 61G17 (https://www.flrules.org/gateway/Division.asp?DivID=269) of the Florida Administrative Code.

NOTE: For technical information on AutoCAD and GIS, please refer to the "Electronic As-Built Requirements" located on the City Engineering Website:

https://cdn.pompanobeachfl.gov/city/pages/engineering/downloadslinks/06_Digital%20Record%20Drawing%20Standards%20and%20Requirements%20(2019).pdf

END OF SECTION

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Title 29—LABOR

Subtitle A—Office of the Secretary of Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope.
3.2 Definitions.
3.3 Weekly statement with respect to payment of wages.
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor.
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 22, 133z–15 note; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

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Title 29—Labor

Subtitle A—Office of the Secretary of Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Section 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the contruction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or

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repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under § 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times

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for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however*, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similiar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however*, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily con-

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sented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see § 5.5(a) of this subtitle.

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Exhibit A

§ 274a.2 Verification of identity and employment authorization.

(a) ***General.*** This section establishes requirements and procedures for compliance by persons or entities when hiring, or when recruiting or referring for a fee, or when continuing to employ individuals in the United States.

(1) ***Recruiters and referrers for a fee.*** For purposes of complying with section 274A(b) of the Act and this section, all references to recruiters and referrers for a fee are limited to a person or entity who is either an agricultural association, agricultural employer, or farm labor contractor (as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Pub. L. 97-470 (29 U.S.C. 1802)).

(2) ***Verification form.*** Form I-9, Employment Eligibility Verification Form, is used in complying with the requirements of this 8 CFR 274a.1-274a.11. Form I-9 can be in paper or electronic format. A fillable electronic Form I-9 as well as a paper format Form I-9 may be obtained and downloaded from *http://www.uscis.gov.* Paper forms may also be ordered at *https://www.uscis.gov/forms/forms-by-mail* or by contacting the USCIS Contact Center at 1-800-375-5283 or 1-800-767-1833 (TTY). Alternatively, Form I-9 can be electronically generated or retained, provided that the resulting form is legible; there is no change to the name, content, or sequence of the data elements and instructions; no additional data elements or language are inserted; and the standards specified under 8 CFR 274a.2(e), (f), (g), (h), and (i), as applicable, are met. When copying or printing the paper Form I-9, the text of the two-sided form may be reproduced by making either double-sided or single-sided copies.

(3) ***Attestation Under Penalty and Perjury.*** In conjunction with completing the Form I-9, an employer or recruiter or referrer for a fee must examine documents that evidence the identity and employment authorization of the individual. The employer or recruiter or referrer for a fee and the individual must each complete an attestation on the Form I-9 under penalty of perjury.

(b) ***Employment verification requirements*** -

(1) ***Examination of documents and completion of Form I-9.***

(i) A person or entity that hires or recruits or refers for a fee an individual for employment must ensure that the individual properly:

(A) Completes section 1 - "Employee Information and Verification" - on the Form I-9 at the time of hire and signs the attestation with a handwritten or electronic signature in accordance with paragraph

(h) of this section; or if an individual is unable to complete the Form I-9 or needs it translated, someone may assist him or her. The preparer or translator must read the Form I-9 to the individual, assist him or her in completing Section 1 - "Employee Information and Verification," and have the individual sign or mark the Form I-9 by a handwritten signature, or an electronic signature in accordance with paragraph (h) of this section, in the appropriate place; and

(B) Present to the employer or the recruiter or referrer for a fee documentation as set forth in paragraph (b)(1)(v) of this section establishing his or her identity and employment authorization within the time limits set forth in paragraphs (b)(1)(ii) through (b)(1)(v) of this section.

(ii) Except as provided in paragraph (b)(1)(viii) of this section, an employer, his or her agent, or anyone acting directly or indirectly in the interest thereof, must within three business days of the hire:

(A) Physically examine the documentation presented by the individual establishing identity and employment authorization as set forth in paragraph (b)(1)(v) of this section and ensure that the documents presented appear to be genuine and to relate to the individual; and

(B) Complete section 2 - "Employer Review and Verification" - on the Form I-9 within three business days of the hire and sign the attestation with a handwritten signature or electronic signature in accordance with paragraph (i) of this section.

(iii) An employer who hires an individual for employment for a duration of less than three business days must comply with paragraphs (b)(1)(ii)(A) and (b)(1)(ii)(B) of this section at the time of the hire. An employer may not accept a receipt, as described in paragraph (b)(1)(vi) of this section, in lieu of the required document if the employment is for less than three business days.

(iv) A recruiter or referrer for a fee for employment must comply with paragraphs (b)(1)(ii)(A) and (b)(1)(ii)(B) of this section within three business days of the date the referred individual is hired by the employer. Recruiters and referrers may designate agents to complete the employment verification procedures on their behalf including but not limited to notaries, national associations, or employers. If a recruiter or referrer designates an employer to complete the employment verification procedures, the employer need only provide the recruiter or referrer with a photocopy or printed electronic image of the Form I-9, electronic Form I-9, or a Form I-9 on microfilm or microfiche.

(v) The individual may present either an original document which establishes both employment authorization and identity, or an original document which establishes employment authorization and a separate original document which establishes identity. Only unexpired documents are acceptable. The identification number and expiration date (if any) of all documents must be noted in the appropriate space provided on the Form I-9.

(A) The following documents, so long as they appear to relate to the individual presenting the document, are acceptable to evidence both identity and employment authorization:

(1) A United States passport;

(2) An Alien Registration Receipt Card or Permanent Resident Card (Form I-551);

(3) A foreign passport that contains a temporary I-551 stamp, or temporary I-551 printed notation on a machine-readable immigrant visa;

(4) An Employment Authorization Document which contains a photograph (Form I-766);

(5) In the case of an individual who is employment-authorized incident to status or parole with a specific employer, a foreign passport with an Arrival/Departure Record, Form I-94 (as defined in 8 CFR 1.4) or Form I-94A, bearing the same name as the passport and containing an endorsement by DHS indicating such employment-authorized status or parole, as long as the period of endorsement has not yet expired and the employment is not in conflict with the individual's employment-authorized status or parole;

(6) A passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI;

(7) In the case of an individual lawfully enlisted for military service in the Armed Forces under 10 U.S.C. 504, a military identification card issued to such individual may be accepted only by the Armed Forces.

(B) The following documents are acceptable to establish identity only:

(1) For individuals 16 years of age or older:

(i) A driver's license or identification card containing a photograph, issued by a state (as defined in section 101(a)(36) of

the Act) or an outlying possession of the United States (as defined by section 101(a)(29) of the Act). If the driver's license or identification card does not contain a photograph, identifying information shall be included such as: name, date of birth, sex, height, color of eyes, and address;

(ii) School identification card with a photograph;

(iii) Voter's registration card;

(vi) U.S. military card or draft record;

(v) Identification card issued by federal, state, or local government agencies or entities. If the identification card does not contain a photograph, identifying information shall be included such as: name, date of birth, sex, height, color of eyes, and address;

(vi) Military dependent's identification card;

(vii) Native American tribal documents;

(viii) United States Coast Guard Merchant Mariner Card;

(ix) Driver's license issued by a Canadian government authority;

(2) For individuals under age 18 who are unable to produce a document listed in paragraph (b)(1)(v)(B)(*1*) of this section, the following documents are acceptable to establish identity only:

(i) School record or report card;

(ii) Clinic doctor or hospital record;

(iii) Daycare or nursery school record.

(3) Minors under the age of 18 who are unable to produce one of the identity documents listed in paragraph (b)(1)(v)(B) (*1*) or (*2*) of this section are exempt from producing one of the enumerated identity documents if:

(i) The minor's parent or legal guardian completes on the Form I-9 Section 1 - "Employee Information and Verification" and in the space for the minor's signature, the parent or legal guardian writes the words, "minor under age 18."

(ii) The minor's parent or legal guardian completes on the Form I-9 the "Preparer/Translator certification."

(iii) The employer or the recruiter or referrer for a fee writes in Section 2 - "Employer Review and Verification" under List B in the

space after the words "Document Identification #" the words, "minor under age 18."

(4) Individuals with handicaps, who are unable to produce one of the identity documents listed in paragraph (b)(1)(v)(B) (*1*) or (*2*) of this section, who are being placed into employment by a nonprofit organization, association or as part of a rehabilitation program, may follow the procedures for establishing identity provided in this section for minors under the age of 18, substituting where appropriate, the term "special placement" for "minor under age 18", and permitting, in addition to a parent or legal guardian, a representative from the nonprofit organization, association or rehabilitation program placing the individual into a position of employment, to fill out and sign in the appropriate section, the Form I-9. For purposes of this section the term *individual with handicaps* means any person who

(i) Has a physical or mental impairment which substantially limits one or more of such person's major life activities,

(ii) Has a record of such impairment, or

(iii) Is regarded as having such impairment.

(C) The following are acceptable documents to establish employment authorization only:

(1) A Social Security account number card other than one that specifies on the face that the issuance of the card does not authorize employment in the United States;

(2) Certification or report of birth issued by the Department of State, including Forms FS-545, DS-1350, FS-240;

(3) An original or certified copy of a birth certificate issued by a State, county, municipal authority or outlying possession of the United States bearing an official seal;

(4) Native American tribal document;

(5) United States Citizen Identification Card, Form I-197;

(6) Identification card for use of resident citizen in the United States, Form I-179;

(7) An employment authorization document issued by the Department of Homeland Security.

(D) The following are acceptable documents to establish both identity and employment authorization in the Commonwealth of the Northern

Mariana Islands only, for a two-year period starting from the transition program effective date (as defined in 8 CFR 1.1), in addition to those documents listed in paragraph (b)(1)(v)(A) of this section:

(1) In the case of an alien with employment authorization in the Commonwealth of the Northern Mariana Islands incident to status for a period of up to two years following the transition program effective date that is unrestricted or otherwise authorizes a change of employer:

(i) The unexpired foreign passport and an Alien Entry Permit with red band issued to the alien by the Office of the Attorney General, Division of Immigration of the Commonwealth of the Northern Mariana Islands before the transition program effective date, as long as the period of employment authorization has not yet expired, or

(ii) An unexpired foreign passport and temporary work authorization letter issued by the Department of Labor of the Commonwealth of the Northern Mariana Islands before the transition program effective date, and containing the name and photograph of the individual, as long as the period of employment authorization has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the Temporary Work Authorization letter;

(iii) An unexpired foreign passport and a permanent resident card issued by the Commonwealth of the Northern Mariana Islands.

(2) [Reserved]

(vi) ***Special rules for receipts.*** Except as provided in paragraph (b)(1)(iii) of this section, unless the individual indicates or the employer or recruiter or referrer for a fee has actual or constructive knowledge that the individual is not authorized to work, an employer or recruiter or referrer for a fee must accept a receipt for the application for a replacement document or a document described in paragraphs (b)(1)(vi)(B)(*1*) and (b)(1)(vi)(C)(*1*) of this section in lieu of the required document in order to comply with any requirement to examine documentation imposed by this section, in the following circumstances:

(A) ***Application for a replacement document.*** The individual:

(1) Is unable to provide the required document within the time specified in this section because the document was lost, stolen, or damaged;

(2) Presents a receipt for the application for the replacement document within the time specified in this section; and

(3) Presents the replacement document within 90 days of the hire or, in the case of reverification, the date employment authorization expires; or

(B) ***Form I-94 or I-94A indicating temporary evidence of permanent resident status.*** The individual indicates in section 1 of the Form I-9 that he or she is a lawful permanent resident and the individual:

(1) Presents the arrival portion of Form I-94 or Form I-94A containing an unexpired "Temporary I-551" stamp and a photograph of the individual, which is designated for purposes of this section as a receipt for Form I-551; and

(2) Presents the Form I-551 by the expiration date of the "Temporary I-551" stamp or, if the stamp has no expiration date, within one year from the issuance date of the arrival portion of the Form I-94 or Form I-94A; or

(C) ***Form I-94 or I-94A indicating refugee status.*** The individual indicates in section 1 of the Form I-9 that he or she is an alien authorized to work and the individual:

(1) Presents the departure portion of Form I-94 or I-94A containing an unexpired refugee admission stamp, which is designated for purposes of this section as a receipt for the Form I-766, or a social security account number card that contains no employment restrictions; and

(2) Presents, within 90 days of the hire or, in the case of reverification, the date employment authorization expires, either an unexpired Form I-766, or a social security account number card that contains no employment restrictions and a document described under paragraph (b)(1)(v)(B) of this section.

(vii) If an individual's employment authorization expires, the employer, recruiter or referrer for a fee must reverify on the Form I-9 to reflect that the individual is still authorized to work in the United States; otherwise, the individual may no longer be employed, recruited, or referred. Reverification on the Form I-9 must occur not later than the date work authorization expires. If an Employment Authorization Document (Form I-766) as described in § 274a.13(d) was presented for completion of the Form I-9 in combination with a Notice of Action (Form I-797C), stating that the original Employment Authorization Document has been automatically extended for up to 180 days, reverification applies upon the expiration of the automatically extended validity period under § 274a.13(d) and not upon the expiration date indicated on the

face of the individual's Employment Authorization Document. In order to reverify on the Form I-9, the employee or referred individual must present a document that either shows continuing employment eligibility or is a new grant of work authorization. The employer or the recruiter or referrer for a fee must review this document, and if it appears to be genuine and relate to the individual, reverify by noting the document's identification number and expiration date, if any, on the Form I-9 and signing the attestation by a handwritten signature or electronic signature in accordance with paragraph (i) of this section.

(viii) An employer will not be deemed to have hired an individual for employment if the individual is continuing in his or her employment and has a reasonable expectation of employment at all times.

(A) An individual is continuing in his or her employment in one of the following situations:

(1) An individual takes approved paid or unpaid leave on account of study, illness or disability of a family member, illness or pregnancy, maternity or paternity leave, vacation, union business, or other temporary leave approved by the employer;

(2) An individual is promoted, demoted, or gets a pay raise;

(3) An individual is temporarily laid off for lack of work;

(4) An individual is on strike or in a labor dispute;

(5) An individual is reinstated after disciplinary suspension for wrongful termination, found unjustified by any court, arbitrator, or administrative body, or otherwise resolved through reinstatement or settlement;

(6) An individual transfers from one distinct unit of an employer to another distinct unit of the same employer; the employer may transfer the individual's Form I-9 to the receiving unit;

(7) An individual continues his or her employment with a related, successor, or reorganized employer, provided that the employer obtains and maintains from the previous employer records and Forms I-9 where applicable. For this purpose, a related, successor, or reorganized employer includes:

(i) The same employer at another location;

(ii) An employer who continues to employ some or all of a previous employer's workforce in cases involving a corporate reorganization, merger, or sale of stock or assets;

(iii) An employer who continues to employ any employee of another employer's workforce where both employers belong to the same multi-employer association and the employee continues to work in the same bargaining unit under the same collective bargaining agreement. For purposes of this subsection, any agent designated to complete and maintain the Form I-9 must record the employee's date of hire and/or termination each time the employee is hired and/or terminated by an employer of the multi-employer association; or

(8) An individual is engaged in seasonal employment.

(B) The employer who is claiming that an individual is continuing in his or her employment must also establish that the individual expected to resume employment at all times and that the individual's expectation is reasonable. Whether an individual's expectation is reasonable will be determined on a case-by-case basis taking into consideration several factors. Factors which would indicate that an individual has a reasonable expectation of employment include, but are not limited to, the following:

(1) The individual in question was employed by the employer on a regular and substantial basis. A determination of a regular and substantial basis is established by a comparison of other workers who are similarly employed by the employer;

(2) The individual in question complied with the employer's established and published policy regarding his or her absence;

(3) The employer's past history of recalling absent employees for employment indicates a likelihood that the individual in question will resume employment with the employer within a reasonable time in the future;

(4) The former position held by the individual in question has not been taken permanently by another worker;

(5) The individual in question has not sought or obtained benefits during his or her absence from employment with the employer that are inconsistent with an expectation of resuming employment with the employer within a reasonable time in the future. Such benefits include, but are not limited to, severance and retirement benefits;

(6) The financial condition of the employer indicates the ability of the employer to permit the individual in question to resume employment within a reasonable time in the future; or

(7) The oral and/or written communication between employer, the employer's supervisory employees and the individual in question indicates that it is reasonably likely that the individual in question will resume employment with the employer within a reasonable time in the future.

(2) *Retention and Inspection of Form I-9.*

(i) A paper (with original handwritten signatures), electronic (with acceptable electronic signatures that meet the requirements of paragraphs (h) and (i) of this section or original paper scanned into an electronic format, or a combination of paper and electronic formats that meet the requirements of paragraphs (e), (f), and (g) of this section), or microfilm or microfiche copy of the original signed version of Form I-9 must be retained by an employer or a recruiter or referrer for a fee for the following time periods:

(A) In the case of an employer, three years after the date of the hire or one year after the date the individual's employment is terminated, whichever is later; or

(B) In the case of a recruiter or referrer for a fee, three years after the date of the hire.

(ii) Any person or entity required to retain Forms I-9 in accordance with this section shall be provided with at least three business days notice prior to an inspection of Forms I-9 by officers of an authorized agency of the United States. At the time of inspection, Forms I-9 must be made available in their original paper, electronic form, a paper copy of the electronic form, or on microfilm or microfiche at the location where the request for production was made. If Forms I-9 are kept at another location, the person or entity must inform the officer of the authorized agency of the United States of the location where the forms are kept and make arrangements for the inspection. Inspections may be per formed at an office of an authorized agency of the United States. A recruiter or referrer for a fee who has designated an employer to complete the employment verification procedures may present a photocopy or printed electronic image of the Form I-9 in lieu of presenting the Form I-9 in its original paper or electronic form or on microfilm or microfiche, as set forth in paragraph (b)(1)(iv) of this section. Any refusal or delay in presentation of the Forms I-9 for inspection is a violation of the retention requirements as set forth in section 274A(b)(3) of the Act. No Subpoena or warrant shall be required for such inspection, but the use of such enforcement tools is not precluded. In addition, if the person or entity has not complied with a request to present the Forms I-9, any officer listed in 8 CFR 287.4 may

compel production of the Forms I-9 and any other relevant documents by issuing a subpoena. Nothing in this section is intended to limit the subpoena power under section 235(d)(4) of the Act.

(iii) The following standards shall apply to Forms I-9 presented on microfilm or microfiche submitted to an officer of the Service, the Special Counsel for Immigration-Related Unfair Employment Practices, or the Department of Labor: Microfilm, when displayed on a microfilm reader (viewer) or reproduced on paper must exhibit a high degree of legibility and readability. For this purpose, legibility is defined as the quality of a letter or numeral which enables the observer to positively and quickly identify it to the exclusion of all other letters or numerals. Readability is defined as the quality of a group of letters or numerals being recognizable as words or whole numbers. A detailed index of all microfilmed data shall be maintained and arranged in such a manner as to permit the immediate location of any particular record. It is the responsibility of the employer, recruiter or referrer for a fee:

(A) To provide for the processing, storage and maintenance of all microfilm, and

(B) To be able to make the contents thereof available as required by law. The person or entity presenting the microfilm will make available a reader-printer at the examination site for the ready reading, location and reproduction of any record or records being maintained on microfilm. Reader-printers made available to an officer of the Service, the Special Counsel for Immigration-Related Unfair Employment Practices, or the Department of Labor shall provide safety features and be in clean condition, properly maintained and in good working order. The reader-printers must have the capacity to display and print a complete page of information. A person or entity who is determined to have failed to comply with the criteria established by this regulation for the presentation of microfilm or microfiche to the Service, the Special Counsel for Immigration-Related Unfair Employment Practices, or the Department of Labor, and at the time of the inspection does not present a properly completed Form I-9 for the employee, is in violation of section 274A(a)(1)(B) of the Act and § 274a.2(b)(2).

(iv) Paragraphs (e), (f), (g), (h), and (i) of this section specify the standards for electronic Forms I-9.

(3) ***Copying of documentation.*** An employer, or a recruiter or referrer for a fee may, but is not required to, copy or make an electronic image of a document presented by an individual solely for the purpose of complying with the verification requirements of this section. If such a copy or

electronic image is made, it must either be retained with the Form I-9 or stored with the employee's records and be retrievable consistent with paragraphs (e), (f), (g), (h), and (i) of this section. The copying or electronic imaging of any such document and retention of the copy or electronic image does not relieve the employer from the requirement to fully complete section 2 of the Form I-9. An employer, recruiter or referrer for a fee should not, however, copy or electronically image only the documents of individuals of certain national origins or citizenship statuses. To do so may violate section 274B of the Act.

(4) ***Limitation on use of Form I-9.*** Any information contained in or appended to the Form I-9, including copies or electronic images of documents listed in paragraph (c) of this section used to verify an individual's identity or employment eligibility, may be used only for enforcement of the Act and sections 1001, 1028, 1546, or 1621 of title 18, United States Code.

(c) ***Employment verification requirements in the case of hiring an individual who was previously employed.***

(1) When an employer hires an individual whom that person or entity has previously employed, if the employer has previously completed the Form I-9 and complied with the verification requirements set forth in paragraph (b) of this section with regard to the individual, the employer may (in lieu of completing a new Form I-9) inspect the previously completed Form I-9 and:

(i) If upon inspection of the Form I-9, the employer determines that the Form I-9 relates to the individual and that the individual is still eligible to work, that previously executed Form I-9 is sufficient for purposes of section 274A(b) of the Act if the individual is hired within three years of the date of the initial execution of the Form I-9 and the employer updates the Form I-9 to reflect the date of rehire; or

(ii) If upon inspection of the Form I-9, the employer determines that the individual's employment authorization has expired, the employer must reverify on the Form I-9 in accordance with paragraph (b)(1)(vii); otherwise the individual may no longer be employed.

(2) For purposes of retention of the Form I-9 by an employer for a previously employed individual hired pursuant to paragraph (c)(1) of this section, the employer shall retain the Form I-9 for a period of three years commencing from the date of the initial execution of the Form I-9 or one year after the individual's employment is terminated, whichever is later.

Exhibit A

(d) ***Employment verification requirements in the case of recruiting or referring for a fee an individual who was previously recruited or referred.***

(1) When a recruiter or referrer for a fee refers an individual for whom that recruiter or referrer for a fee has previously completed a Form I-9 and complied with the verification requirements set forth in paragraph (b) of this section with regard to the individual, the recruiter or referrer may (in lieu of completing a new Form I-9) inspect the previously completed Form I-9 and:

(i) If upon inspection of the Form I-9, the recruiter or referrer for a fee determines that the Form I-9 relates to the individual and that the individual is still eligible to work, that previously executed Form I-9 is sufficient for purposes of section 274A(b) of the Act if the individual is referred within three years of the date of the initial execution of the Form I-9 and the recruiter or referrer for a fee updates the Form I-9 to reflect the date of rehire; or

(ii) If upon inspection of the Form I-9, the recruiter or referrer determines that the individual's employment authorization has expired, the recruiter or referrer for a fee must reverify on the Form I-9 in accordance with paragraph (b)(1)(vii) of this section; otherwise the individual may no longer be recruited or referred.

(2) For purposes of retention of the Form I-9 by a recruiter or referrer for a previously recruited or referred individual pursuant to paragraph (d)(1) of this section, the recruiter or referrer shall retain the Form I-9 for a period of three years from the date of the rehire.

(e) ***Standards for electronic retention of Form I-9.***

(1) Any person or entity who is required by this section to complete and retain Forms I-9 may complete or retain electronically only those pages of the Form I-9 on which employers and employees enter data in an electronic generation or storage system that includes:

(i) Reasonable controls to ensure the integrity, accuracy and reliability of the electronic generation or storage system;

(ii) Reasonable controls designed to prevent and detect the unauthorized or accidental creation of, addition to, alteration of, deletion of, or deterioration of an electronically completed or stored Form I-9, including the electronic signature if used;

(iii) An inspection and quality assurance program evidenced by regular evaluations of the electronic generation or storage system, including

periodic checks of the electronically stored Form I-9, including the electronic signature if used;

(iv) In the case of electronically retained Forms I-9, a retrieval system that includes an indexing system that permits searches consistent with the requirements of paragraph (e)(6) of this section; and

(v) The ability to reproduce legible and readable hardcopies.

(2) All documents reproduced by the electronic retention system must exhibit a high degree of legibility and readability when displayed on a video display terminal or when printed on paper, microfilm, or microfiche. The term "legibility" means the observer must be able to identify all letters and numerals positively and quickly, to the exclusion of all other letters or numerals. The term "readability" means that the observer must be able to recognize any group of letters or numerals that form words or numbers as those words or complete numbers. The employer, or recruiter or referrer for a fee, must ensure that the reproduction process maintains the legibility and readability of the electronically stored document.

(3) An electronic generation or storage system must not be subject, in whole or in part, to any agreement (such as a contract or license) that would limit or restrict access to and use of the electronic generation or storage system by an agency of the United States, on the premises of the employer, recruiter or referrer for a fee (or at any other place where the electronic generation or storage system is maintained), including personnel, hardware, software, files, indexes, and software documentation.

(4) A person or entity who chooses to complete or retain Forms I-9 electronically may use one or more electronic generation or storage systems. Each electronic generation or storage system must meet the requirements of this paragraph, and remain available as long as required by the Act and these regulations. Employers may implement new electronic storage systems provided:

(i) All systems meet the requirements of paragraphs (e), (f), (g), (h) and (i) of this section; and

(ii) Existing Forms I-9 are retained in a system that remains fully accessible.

(5) For each electronic generation or storage system used, the person or entity retaining the Form I-9 must maintain, and make available upon request, complete descriptions of:

(i) The electronic generation and storage system, including all procedures relating to its use; and

(ii) The indexing system.

(6) An "indexing system" for the purposes of paragraphs (e)(1)(iv) and (e)(5) of this section is a system that permits the identification and retrieval for viewing or reproducing of relevant documents and records maintained in an electronic storage system. For example, an indexing system might consist of assigning each electronically stored document a unique identification number and maintaining a separate database that contains descriptions of all electronically stored books and records along with their identification numbers. In addition, any system used to maintain, organize, or coordinate multiple electronic storage systems is treated as an indexing system. The requirement to maintain an indexing system will be satisfied if the indexing system is functionally comparable to a reasonable hardcopy filing system. The requirement to maintain an indexing system does not require that a separate electronically stored documents and records description database be maintained if comparable results can be achieved without a separate description database.

(7) Any person or entity choosing to retain completed Forms I-9 electronically may use reasonable data compression or formatting technologies as part of the electronic storage system as long as the requirements of 8 CFR 274a.2 are satisfied.

(8) At the time of an inspection, the person or entity required to retain completed Forms I-9 must:

(i) Retrieve and reproduce (including printing copies on paper, if requested) only the Forms I-9 electronically retained in the electronic storage system and supporting documentation specifically requested by an agency of the United States, along with associated audit trails. Generally, an audit trail is a record showing who has accessed a computer system and the actions performed within or on the computer system during a given period of time;

(ii) Provide a requesting agency of the United States with the resources (e.g., appropriate hardware and software, personnel and documentation) necessary to locate, retrieve, read, and reproduce (including paper copies) any electronically stored Forms I-9, any supporting documents, and their associated audit trails, reports, and other data used to maintain the authenticity, integrity, and reliability of the records; and

(iii) Provide, if requested, any reasonably available or obtainable electronic summary file(s), such as a spreadsheet, containing all of the information fields on all of the electronically stored Forms I-9 requested by a requesting agency of the United States.

(f) ***Documentation.***

(1) A person or entity who chooses to complete and/or retain Forms I-9 electronically must maintain and make available to an agency of the United States upon request documentation of the business processes that:

(i) Create the retained Forms I-9;

(ii) Modify and maintain the retained Forms I-9; and

(iii) Establish the authenticity and integrity of the Forms I-9, such as audit trails.

(2) Insufficient or incomplete documentation is a violation of section 274A(a)(1)(B) of the Act.

(3) Any officer listed in 8 CFR 287.4 may issue a subpoena to compel production of any documentation required by 8 CFR 274a.2. Nothing in this section is intended to limit the subpoena power of an agency of the United States under section 235(d)(4) of the Act.

(g) ***Security.***

(1) Any person or entity who elects to complete or retain Forms I-9 electronically must implement an effective records security program that:

(i) Ensures that only authorized personnel have access to electronic records;

(ii) Provides for backup and recovery of records to protect against information loss, such as power interruptions;

(iii) Ensures that employees are trained to minimize the risk of unauthorized or accidental alteration or erasure of electronic records; and

(iv) Ensure that whenever the electronic record is created, completed, updated, modified, altered, or corrected, a secure and permanent record is created that establishes the date of access, the identity of the individual who accessed the electronic record, and the particular action taken.

(2) An action or inaction resulting in the unauthorized alteration, loss, or erasure of electronic records, if it is known, or reasonably should be known, to be likely to have that effect, is a violation of section 274A(b)(3) of the Act.

(h) ***Electronic signatures for employee.***

(1) If a Form I-9 is completed electronically, the attestations in Form I-9 must be completed using a system for capturing an electronic signature that meets the standards set forth in this paragraph. The system used to

capture the electronic signature must include a method to acknowledge that the attestation to be signed has been read by the signatory. The electronic signature must be attached to, or logically associated with, an electronically completed Form I-9. In addition, the system must:

(i) Affix the electronic signature at the time of the transaction;

(ii) Create and preserve a record verifying the identity of the person producing the signature; and

(iii) Upon request of the employee, provide a printed confirmation of the transaction to the person providing the signature.

(2) Any person or entity who is required to ensure proper completion of a Form I-9 and who chooses electronic signature for a required attestation, but who has failed to comply with the standards set forth in this paragraph, is deemed to have not properly completed the Form I-9, in violation of section 274A(a)(1)(B) of the Act and 8 CFR 274a.2(b)(2).

(i) ***Electronic signatures for employer, recruiter or referrer, or representative.*** If a Form I-9 is completed electronically, the employer, the recruiter or referrer for a fee, or the representative of the employer or the recruiter or referrer, must attest to the required information in Form I-9. The system used to capture the electronic signature should include a method to acknowledge that the attestation to be signed has been read by the signatory. Any person or entity who has failed to comply with the criteria established by this regulation for electronic signatures, if used, and at the time of inspection does not present a properly completed Form I-9 for the employee, is in violation of section 274A(a)(1)(B) of the Act and 8 CFR 274a.2(b)(2).

[52 FR 16221, May 1, 1987, as amended at 53 FR 8612, Mar. 16, 1988; 55 FR 25932, June 25, 1990; 56 FR 41784, Aug. 23, 1991; 58 FR 48780, Sept. 20, 1993; 61 FR 46537, Sept. 4, 1996; 61 FR 52236, Oct. 7, 1996; 62 FR 51005, Sept. 30, 1997; 64 FR 6189, Feb. 9, 1999; 64 FR 11533, Mar. 9, 1999; 71 FR 34514, June 15, 2006; 73 FR 76511, Dec. 17, 2008; 74 FR 2838, Jan. 16, 2009; 74 FR 7995, Feb. 23, 2009; 74 FR 10455, Mar. 11, 2009; 74 FR 55739, Oct. 28, 2009; 74 FR 62207, Nov. 27, 2009; 75 FR 42578, July 22, 2010; 78 FR 18472, Mar. 27, 2013; 81 FR 82491, Nov. 18, 2016; 82 FR 5289, Jan. 17, 2017; 85 FR 29317, May 14, 2020]

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PART 1 GENERAL

1.1 SCOPE OF WORK

A. Work under this contract includes furnishing materials, labor, tools, equipment, supervision, and incidentals necessary to construct infrastructure improvements.

1.2 TECHNICAL SPECIFICATIONS

A. TECHNICAL SPECIFICATIONS consists of this section, Section 01005, described as TECHNICAL PROVISIONS, pages 01005-1 to 01005-7 and the applicable sections of the City of Fort Lauderdale Design and Construction Standards, the Florida Building Code, Florida Department of Environmental Protection, Broward County Environmental Protection and Growth Management Department and the Florida Department of Transportation (FDOT) latest revision.

B. In case of a conflict between the City of Fort Lauderdale Design and Construction Standards, the project drawings and these TECHNICAL PROVISIONS, the City of Fort Lauderdale Standards will govern.

C. CITY, OWNER and CONTRACT ADMINISTRATOR are described as one in the same and used interchangeably throughout this document.

D. DBF refers to Design Build Firm.

1.3 MATERIALS AND EQUIPMENT

A. Items of material, equipment, machinery, and the like may be specified on the Drawings and not in the Technical Specifications. The DBF shall provide such items in accordance with the General Notes on the Drawings.

1.4 AS-BUILT DRAWINGS

A. After completion of construction, the DBF shall provide two sets of As-Built Drawings with all the As-Built information; all locations, coordinates, dimensions, and elevations of the constructed facilities, certified, signed and sealed thereon by a Professional Surveyor and Mapper per Florida Statute 472.001-472.037. All elevations shall refer to N.A.V.D. 88 (North American Vertical Datum of 1988) and all state plane coordinates shall be NAD 83 (with 1990 adjustment). The cost of such field layout and recording work shall be the responsibility of the DBF. The As-Built utility information shall meet the requirements of the City of Fort Lauderdale.

1.5 SALVAGE

A. Any existing equipment or material, including but not limited to valves, pipes, fittings, couplings, etc., which is removed as a result of construction under this project may be designated as salvage by the CITY, and if so, shall be delivered clean to the CITY at a location directed by the CONTRACT ADMINISTRATOR. Any equipment or material not worthy of salvaging shall be disposed of by the DBF at a suitable location in accordance with all applicable regulations, ordinances and laws at no additional cost to the CITY.

1.6 POWER

A. The DBF shall furnish and pay for all electrical power required for the construction,

testing and trial operation, prior to final acceptance by the CITY.

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A. All water required for testing, flushing, and construction shall be furnished by the CITY and paid for by the DBF. The purchase price shall be the prevailing rate as published by the CITY. The quantity of water used shall be determined by reading the meter at the start and at the finish of construction. The DBF shall make all arrangements and incur all expense involved in having the CITY furnish and install the necessary water meters. Each water service line shall be provided with a vacuum relief or backflow preventer which shall meet the requirements of ASA A40.6, latest revision, and the local administrative authority.

[illegible]

A. The DBF shall fully cooperate at all times with the CITY in order to maintain the operation of the existing water and/or sewer system with the least amount of interference and interruption possible. The schedule, plans, and work of the DBF shall at all times be subject to alteration and revision if necessary for public health and safety considerations. The creation of a public nuisance will not be permitted.

B. It may be necessary to interrupt the operation of the existing water and/or sewer system. In all cases where the DBF must cause an interruption, DBF shall prepare and submit to the CITY four (4) working days prior to commencing the work, a complete description of the proposed procedure and a time schedule, which DBF will be required to guarantee. At least forty-eight (48) hours prior to the time proposed for starting the work, the CITY will notify the DBF whether or not the work will be permitted as proposed.

   1. The CITY reserves the right to require the DBF to work 24 hours per day in all cases where, in CITY'S opinion, interference with operation of the system may result in dangerous health hazards or offensive conditions.
   2. In no case will the DBF be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the work are on the site. Backup equipment on key equipment items shall be required on work necessitating interference with the existing system.

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A. The DBF shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocked, graveled, or stabilized areas of driveways, and including all obstructions not specifically named herein, shall be repaired, or replaced, as determined by the CITY. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

[illegible]

A. The DBF shall provide temporary facilities at the site as directed by the CITY.

STANDARDS

A. Wherever in these TECHNICAL SPECIFICATIONS or in the drawings name and/or number refer to certain standards or regulations, the applicable publication shall be the latest revision thereof. Reference by abbreviation is made in accordance with the Section 01070, "Abbreviations of Institutions."

QUALITY OF MATERIAL

A. All material furnished for this project shall be new and unused. Any material, which has become excessively weathered or damaged since manufacture, shall not be considered as new. CITY shall be the sole judge as to what constitutes excessive weathering or damage.

TESTING

A. The City of Fort Lauderdale may require that materials and equipment supplied meet given standards, and testing may be required to demonstrate conformance to the standards. The cost of these tests shall be the obligation of the DBF, and no extra charge shall be made to the CITY on account of such testing.

B. The CITY can select a recognized, independent testing laboratory to perform tests on concrete, reinforcing steel, soils, and other materials for the construction phase, to determine conformity with the TECHNICAL SPECIFICATIONS. The DBF shall supply the necessary samples for this testing without cost to the CITY. The costs for actual testing shall be paid by the CITY except for tests which fail to meet the minimum specified tolerances set forth in the drawings and the TECHNICAL SPECIFICATIONS. The cost of the tests that fail will be charged to the DBF by deducting the cost from the Contract price or will be paid directly to the testing laboratory by the DBF.

C. Construction in areas where installation and restoration must satisfy the additional requirements of a local, state, or federal authority may require testing to demonstrate conformance. The DBF shall ascertain the extent of testing required by regulatory agencies within these areas. The DBF is responsible for performing such tests, including

but not limited to, tests of compaction, and all costs for these tests shall be the obligation of the DBF and no extra charge shall be made to the CITY on account of such testing.

DEFLECTION OF PIPE

A. It is intended that wherever existing utilities must be crossed that the pipe may be deflected up to 75% of the manufacturer's recommended limits but shall not exceed the allowable limits of the CITY. Adequate cover shall be used to adequately clear the obstruction. However, when in the opinion of the CITY, this procedure is not feasible CITY may direct the use of fittings to clear a utility crossing as detailed on the Drawings.

The cost of such crossing including joint restraints shall be on the basis of the schedule of pay items applied.

B. Deflections and adjustments of the proposed water and/or sewer mains to avoid all other existing utilities shall be verified/determined in the field during construction.

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A. Where mains are to be paid for on a unit price per linear foot basis, the number of linear feet will be determined by measurement along the centerline of the pipe in place, including fittings. Square yardage will be determined by the actual number of square yards installed.

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A. See Paragraph 1.14 of this Section. This does not apply to connections to existing system, which is described in Paragraph 1.17, this Section.

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A. The DBF shall perform all work necessary to locate, excavate and prepare for connection to the existing mains as shown on the Drawings. The cost of this work and for the actual connection to the existing main shall be based upon the unit prices for installing the pipe and appurtenances and shall not result in any additional cost to the CITY The cost of ductile iron sleeves shall be included in the fittings unit price.

B. Additional valves used for the DBF's convenience shall not be considered as an extra cost payable by the CITY for the tie-in to the existing system.

C. During all phases of the work, (i.e., installation, testing and restoration), the DBF shall ensure at all times the safe operation of the existing water and/or sewage systems. Service to the customers shall be maintained with the least amount of interference and interruption as possible.

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A. The DBF shall be responsible for the coordination and/or performance of relocated structures that are shown on the drawings, including, but not limited to, light poles, signs, fences, piping, conduits and drains that interfere with the proposed positioning of the water/sewer mains. The cost of all such relocations shall be included in the prices bid for
the appropriate items.

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A. Existing utilities are shown on the Drawings insofar as information is reasonably available; however, it will be the responsibility of the DBF to preserve all existing utilities whether shown on the Drawings or not. DBF is directed to pothole ahead of utility installation to avoid conflict and/or damage to existing facilities. If utility conflicts are encountered by the DBF during construction, DBF shall give sufficient notice to their owners so that they may make the necessary adjustments. Damage to any utility, which in the opinion of the CITY is caused by carelessness on the part of the DBF shall be repaired at the expense of the DBF.

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A. The DBF shall guarantee the equipment, material and labor performed under the Contract against any and all failures in proper use and operation for a period of one (1) year from date of written acceptance by the CITY.

B. The DBF shall also obtain warranties from manufacturers for each piece of equipment furnished so that the manufacturer's warranty fully covers the equipment for a period of one (1) year from the date of written acceptance by the CITY.

WORKING HOURS

A. The DBF shall provide all personnel and equipment required to complete all work specified herein and on the Drawings.

B. DBF shall provide forty-eight (48) hours advance written notice to the CITY for approval of DBF'S intention to work overtime on weekdays or to work on the weekends.

BARRICADES

A. The DBF shall be responsible for the furnishing and maintaining of all required barricades, either the lighted or the reflector type, to ensure the public's safety during open trench work or for any other potentially unsafe or hazardous construction activities. Barricades shall be located and displayed in conformance with the most stringent regulations required by the governing agencies. All costs for barricading, including any permits, shall be the responsibility of the DBF.

B. All work in public rights-of-way and on private property shall be done in strict compliance with these specifications. Failure to comply will result in cessation of operations and the removal of project related obstructions from the right-of-way until compliance is achieved.

MOT REQUIREMENTS

A. In order to provide protection to the workers and residents, the DBF shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces or prevents access to properties for a distance that exceeds 150 feet, the DBF shall provide a 10-foot-wide stabilized access way on one side of the trench capable of supporting a Fire Truck. The DBF shall also provide stabilized access ways across the trench or unstabilized area a minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades, or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the CITY with signage indicating that this access way is to be used by emergency vehicles only.

B. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the CITY, and it shall be the DBF'S responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the DBF shall provide a security guard at the site whenever the DBF'S personnel are not present, 24 hours per
day/ 7 days per week. It shall be the Security Guard's responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site.

The Security Guard shall not have any other responsibilities such as operating pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the DBF shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The DBF shall maintain and keep all safety barricades, signage, flashers, and detours, in operating condition. A copy of the approved MOT plans, and details, shall be on site at all times.

C. Measurement and payment for security guard services shall be included in the utility pipe installation unit price.

D. All roads are to be maintained during the described construction as to always allow Emergency Access. This item will be paid for under the bid item for Mobilization as named in the Bid Schedule.

D R

A. The DBF shall be aware that there may be contaminated sites, per Broward County Environmental Protection and Growth Management Department (EPD) Pollution Prevention and Remediation Division, located within a one-quarter (1/4) mile radius of the proposed work. Please see Section 02140 Dewatering and dewatering permit requirements. The DBF will be responsible for all costs associated with the means and methods of dewatering which are set forth by EPD dewatering permit including costs for

cleaning existing drainage facilities if used for discharge, installation of injection or monitoring wells and groundwater monitoring testing costs. The CITY has paid for dewatering permit fees as required.

R R M

A. The use of vibratory compaction equipment shall be limited to a total gross weight of three

(3) tons. The use of vibratory equipment shall be limited to compacting backfill of utility trenches and subgrade of roadways only. If approved in writing by the CITY, larger vibratory compaction equipment may be allowed if operated in a static mode only.

R R D M M

A. The DBF shall keep the CITY informed of any damage claims made against the DBF during the construction period. All claims for automobile damage, property damage/bodily injury will be reported within 24 hours of receipt of notice. DBF will conduct a timely investigation of the claim and determine if they will honor the claim and/or report to their insurance carrier. DBF will advise the CITY in writing of their decision/referral to carrier. The project is a sewer force main replacement project. As such, the DBF will have close contact with the community. The DBF shall notify the CITY of any and all community concerns or claims arising from the DBF's operations. The claims referenced herein are exclusive of damages or property claims as outlined.

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A. The WORK to be performed under this Contract shall consist of furnishing and installing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the DBF as though originally so indicated, at no increase in cost to the OWNER.

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A. The work of this Contract comprises the construction of the infrastructure site work. The work will include but not be limited to site preparation, earthwork, sanitary sewer system installation, water systems installation, roadway and walkway restoration and construction, landscape restoration, restoring existing irrigation systems, pavement marking restoration and site furnishings.

B. The general location of the Pumping Station A-24 in Flagler Village project is bounded North, to the north right of way lines of NE 6th Street; East, to the center of the line of NE 4th Avenue; South, to the southernly boundaries of the park; and West, along the 3rd Avenue right of way, and from the north right of way of NE 5th street to the northern right of way line of NE 6th Street. The project includes the design, permitting, construction, start up, and testing of a new pump station, sanitary sewer gravity line, forcemain, and related work. It includes a new 16-inch internal diameter forcemain connecting from the proposed A-24 pump station to the existing forcemain on NE 5th Street and NE 3rd Avenue. A new 18-inch gravity sewer and manhole on NE 6th Avenue north of Peter Feldman Park. A new triplex pump station with a capacity of no less than 90 hp per pump, running two pumps at the same time, to handle the flow entering the lift station in the range of 720 to 2520 gpm and a pressure at the connection point to the existing forcemain from 15 to 45 psi. For more detail information about the project, refer to the conceptual layout in □□□□□□□□.

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A. The successful bidder, in order to be considered responsive, must possess the appropriate License as described in Volume 1 of this document.

B. DBF shall have past experience with large scale utility projects in the right of way of existing residential communities.

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A. All materials and labor shall meet the requirements of the "The Minimum Standards Applicable to Public Rights-of-Way under City of Fort Lauderdale Jurisdiction", (to be referred to as "Minimum Standards") and the Florida Department of Transportation "Roadway and Traffic Design Standards" latest revision, and

"Structures Standard Drawings," latest revisions:

1. These Special Provisions are supplemental to the above Specifications and Standards.

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A. The DBF, by virtue of signing the Contract, acknowledges that DBF and all subcontractors have satisfied themselves to the nature and location of the work, the general and local conditions including, but not restricted to: those bearing upon transportation; demolition, disposal, handling and storage of materials; access roads to the site; the conformation and conditions of the work area; and the character of equipment and facilities needed preliminary to and during the performance of the work. Failure on the part of the DBF to completely or properly evaluate the site conditions shall not be grounds for additional compensation.

B. Only the soil boring information included in these contract documents will be provided to the DBF for reference. The DBF, by virtue of signing the Contract, acknowledges that DBF and subcontractors are responsible for investigating and satisfying themselves as to the nature and extent of soil and (underground) water conditions on the project site. No additional payment will be made to the DBF because of differences between actual conditions and those shown by the boring logs. Boring logs are attached as Exhibit G.

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A. Concurrent Work by Other CONTRACTORS. The DBF'S attention is directed to the fact that other CONTRACTORS may conduct work at the site during the performance of the WORK under this Contract. The DBF shall conduct its operations so as to cause little or no delay to WORK of such other CONTRACTORS and shall cooperate fully with such CONTRACTORS to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

B. Interference with Work On Utilities. The DBF shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

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A. The DBF shall schedule and perform the work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures and pipe, ditches and canals, gas, electric, television and telephone. Prior to commencing with the WORK, DBF shall perform a location investigation of existing underground utilities and facilities in accordance with Section 01530 entitled "Protection of Existing Facilities" and shall have obtained all required permits and permissions, DBF shall also deliver written notice to the CITY and property occupants (private and public) of all planned disruption to roadway, driveways,

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temporary displacement of fences, mailboxes, street signs and traffic signs, and utilities 72 hours in advance of disruption.

B. Because other projects will be connected to portions of work constructed as part of this project, it will be necessary to sequence portions of this project. The DBF shall be responsible to coordinate construction activities with DBF of adjacent phases and sections.

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A. Time is of the essence in completing this project. Because time is of the essence the DBF shall commit the necessary resources to this project to complete it in a timely manner. Those resources may include multiple working crews, working overtime, etc. Because time is of the essence, the DBF'S construction progress will be monitored closely on a
weekly basis. The Construction progress will be measured with the construction schedule submitted by the DBF. If the CITY determines that the DBF does not meet the construction schedule, the DBF will be required to commit those resources necessary to ensure the completion of the project in a timely manner including working overtime, adding other work crews, etc. All costs incurred to implement measure to complete the work in timely manner will be borne by the DBF at no additional cost to the OWNER.

B. SCHEDULE
   1. DBF shall submit scheduling information for the work as required by the city.
   2. No separate payment shall be made for preparation and/or revision of the schedule.

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A. It is the DBF'S responsibility to provide clear and convincing documentation to the CITY as to the effect additional work will have with respect to additional contract time extension that may be justified. If additional quantities of work can be carried out concurrent with other existing construction activities without disrupting the critical path of the project, then no contract time extension will be granted. The DBF is obligated to provide documentation to the CITY if additional elements of work affect the critical path of the project. If work set forth in the original scope of the project is deleted, the contract time may be reduced. This contract is a calendar day contract. While the DBF may be granted time to suspend work operations for vacations or holidays, contract time will not be suspended. During suspensions, the DBF shall be responsible for all maintenance of traffic and liability without additional compensation from the CITY.

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A. The DBF's use of the project site shall be limited to its construction operations. The DBF
will arrange for storage of materials. A copy of an agreement for use of other property shall be furnished to the CITY prior to its use.

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A. After the award of Contract, a Pre-construction Work Conference will be held between the DBF, the CITY, other interested Agencies, representatives of Utility Companies and others affected by the work. The CITY will set the time and place of this conference. The DBF shall bring to the conference a copy of the proposed work schedule for the approval by the CITY of the proposed methods and manner of executing the work including sequences of operation and time schedule. The work shall be performed in accordance with such schedule or approved amendments thereto.

[illegible]

A. As far as possible, all existing utility lines in the project area have been shown on the plans. However, the City of Fort Lauderdale does not guarantee that all lines are shown, or that said lines are in their true location and the depicted size. It shall be the DBF'S responsibility to identify and locate all underground or overhead utility lines or equipment affected by the project. No additional payment will be made to the DBF because of
discrepancies in actual and plan location of utilities and damages suffered as a result thereof.

B. The DBF shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. The DBF shall pay for relocation of water mains or other utilities for the convenience of the DBF. The DBF shall pay for all charges by utility companies for temporary support of its utilities. All costs of permanent utility relocations to avoid conflict shall be the responsibility of the DBF and the utility company involved.

C. The DBF shall schedule and coordinate their work in such a manner that they are not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the DBF for any loss of time or delay.

D. All overhead, surface, and underground structures and/or utilities encountered are to be carefully protected from damage or displacement. All damage to said structures and/or utilities is to be completely repaired within a reasonable time; needless delay will not be tolerated. The CITY reserves the right to remedy any damage by ordering outside parties to make repairs at the expense of the DBF. All repairs made by the DBF are to be made to the satisfaction of the utility owner and shall be inspected by a representative of the utility owner and the CITY.

E. The DBF should be aware of the Sunshine State One Call Center, which has a free locating service for CONTRACTORS and excavators. Within forty-eight hours before excavating, dial toll free 1-800-432-4770, and a locator will be dispatched to the work location. DBF shall reasonably notify other utility companies not notified by Sunshine State One Call Center.

F. The DBF is responsible for compliance with any and all permit conditions. Permit conditions are attached as Exhibit H of this document, further information regarding permit conditions can be obtained from the CITYS office.

G. The DBF shall obtain construction permit and applicable building and other permits from each City jurisdictions within the project area, if required.

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A. DBF shall develop and make all detailed surveys needed for construction and shall establish all working points, lines, and elevations necessary to perform the work. A Professional Surveyor and Mapper per Florida Statute 472.001-472.037 shall supervise this surveying work.

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A. The DBF shall carefully protect from disturbance all survey monuments, stakes and benchmarks, whether or not established by DBF, and shall not remove or destroy any surveying point until it has been properly witnessed by the CITY. All major survey monuments that have been damaged by the DBF such as section corners, 1/4 section corners, property corners or block control points shall be replaced at the DBF'S expense with markers of a size and type approved by the CITY. The replacement shall be under the supervision of a Professional Surveyor and Mapper per Florida Statute 472.001-472.037, where directed by the CITY.

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A. All equipment necessary and required for the proper construction of all facilities shall be on the construction site, in first-class working condition.

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A. The DBF shall furnish, at DBF's expense, properly zoned areas suitable for field office, material storage and equipment service and storage. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. The DBF shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

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A. All materials removed or excavated from the job site shall remain the property of the City of Fort Lauderdale until released by the CITY, at which time it shall become the property of the DBF, who shall dispose of it in a manner satisfactory to the CITY.

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A. Upon direction of the CITY, all vegetation, debris, concrete or other unsuitable materials shall be disposed of in areas provided by the DBF and approved by the CITY. Any excess material desired to be retained by the CITY shall be delivered by the DBF to a designated area within a 5-mile radius of the project, at no extra cost to the CITY.

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A. It shall be the DBF'S responsibility to coordinate and have all adjustments made to existing water meters, valves, and structures encountered during construction, in order to meet all final grades, unless otherwise instructed by the CITY or the

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respective utility owner. All valves and MAS shall be accessible during all phases of the work for emergency access. Omission of such structures from the Contract Plans does not relieve the DBF from making such adjustments as may be deemed necessary. The DBF shall take this provision into account when personally investigating the site. No additional payment shall be made for these adjustments.

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A. The DBF shall abide by the following criteria concerning conflicts between new drainage, water, or sewer construction and existing utilities.
   1. The DBF shall verify the location of all utilities suspected of being potential conflicts prior to ordering drainage or sewer structures for these locations and inform the CITY as to DBF'S findings.
   2. The CITY shall have full authority to direct the placement of conflict structures, the relocation of structures shown in the plans, and the addition, deletion, or relocation of any pipe or structure shown in the plans in order to facilitate construction, expedite completion and avoid conflicts with existing utilities.
   3. Where an existing utility is to pass through a conflict structure, the DBF shall protect the utility from damage by whatever means the utility owner and the CITY deem necessary.
   4. In no case shall there be less than six (6) inches between any two (2)-pipe lines within the structure or between pipelines and the structure.

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A. The DBF shall furnish all labor and equipment and perform all work required for the prevention of environmental pollution during and as a result of the work under this contract. For the purpose of this contract, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life, affect other species of importance to humankind, or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, land and involves noise, solid waste management and management of radiant energy and radioactive materials, as well as other pollutants. Environmental pollution prevention shall be in accordance with NPDES requirements with no additional cost to the CITY.
B. The DBF shall take all steps necessary to protect water quality in the connected waters around the project and shall utilize such additional measures as directed by the CITY. Silt screens adjacent to outfall construction shall not be removed until the turbidity of the affected waters is equal to or lower than the ambient turbidity of undisturbed segments of the surface water body. Any discharge into existing drainage facilities shall require the approval of the owner of the system. This may require the DBF to obtain an engineered plan to be furnished at no additional cost to the CITY.

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A. The DBF shall provide all necessary traffic control devices in order to redirect, protect, warn or maintain existing vehicular and pedestrian traffic during the course of construction.

1. CONSTRUCTION PHASING REQUIREMENTS

Following are general requirements for construction phasing to minimize resident disruption yet maximize cost effectiveness of the construction scheduling.

a. No two adjacent roadways may be under construction at the same time (i.e., construction shall be on alternating roadways, and every other roadway shall remain open for access). In no case shall more than 35% of all roadways in a section be under construction at one time. At least 35% of all roadways shall have an asphalt surface, either original or new asphalt, at all times. The DBF shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, the homeowner should have access to a

neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home effected. This condition is to be avoided whenever possible and shall last no longer than five (5) working days. The DBF, with the CITY's approval, shall coordinate the parking area location.

The DBF shall lease the property from the landowner, and will provide a compacted, graded parking surface acceptable to the CITY.

1) The DBF shall not begin construction on subsequent roadways until the initial roadways under construction are substantially complete. A roadway shall be considered substantially complete when all work is complete except for the last lift of asphalt. All work on private property and landscaping must also be complete before a road is considered substantially complete.

2) Site restoration work shall be complete on private property within 30 days after being disturbed.

b. Construction within the right of way of affected roads shall be scheduled so that all improvements are completed at once, and the residents are only disrupted for one time period.

c. All affected residents and property owners shall be notified by the DBF in writing a minimum of two (2) weeks, or earlier if required by the CITY, prior to any disruption to or construction in road right of way adjacent to their homes. The notification shall also indicate any special parking or traffic conditions that will affect residents.

d. All affected residents shall be notified by the DBF a minimum of forty-eight (48) hours, or earlier if required by the CITY, prior to a shut off of water supply. Any water supply interruptions shall be rescheduled to be as short as possible and not exceed twelve (12) hours.

e. All affected residents shall be notified by the DBF a minimum of forty-eight (48)

hours, or earlier if required by the CITY, prior to work on the sanitary

sewer main. Any sewer supply interruptions shall be rescheduled to be as short as possible and not exceed twelve (12) hours.

f. At any time, the entire length of two north-south streets and one east-west street shall remain unobstructed and open to through-traffic for the area around each project. Access for emergency vehicles shall be maintained at all times to all homes and businesses. Excavation must be backfilled or barricaded at the end of each workday to prevent hazardous conditions. If a trench, excavation or structure is to be left open, it must be covered with a steel plate and barricaded at the end of each workday or when work will be suspended for more than eight (8) hours.

g. Transportation provisions for handicapped or disabled residents shall be made
by the DBF if construction prevents access to homes.

h. The DBF shall also make provisions with local bus, school bus, garbage collection, mail delivery and other agencies for continuation of service. A traffic maintenance plan indicating proposed street closings, schedules, and alternate routes, approved by the CITY, shall be submitted to all affected agencies for coordination and routing purposes.

i. Materials and equipment shall be stored in a fenced or otherwise enclosed area during non-working hours. Pipe and material shall not be strung out along installation routes for longer than two (2) weeks prior to installation.

B. TRAFFIC CONTROL

1. The DBF is required to submit a conceptual Traffic Control Plan at the Pre-Construction Conference. This preliminary plan should identify the phases of construction that the DBF plans to proceed with and identify traffic flows during each phase. The CITY will have ten (10) days to notify the DBF of any comments. Once the conceptual plan for maintaining traffic has been approved, the DBF will be required to submit a detailed plan showing each phase's Maintenance and Protection Plan prior to starting construction of any phase.

2. The "Maintenance of Traffic" plan shall include pedestrian traffic as well as vehicular traffic.

3. A safe walk route for all schools within the vicinity of the construction zone shall be maintained during the arrival and dismissal of school. DBF shall not block bus access to schools during school hours.

4. In the case that a designated crossing of any portion of the designated walk route
cannot be maintained, then the DBF shall notify the City of Fort Lauderdale and the "School Safety Coordinator" at Broward County Traffic Engineering Division, (954) 484- 9600 a minimum of ten (10) working days prior to ceasing that route so that an alternate route can be established with the school and the enforcing agency.

5. It shall be the responsibility of the DBF for any necessary Construction, Pavement Marking and Signage or any Pedestrian Signalization and/or

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Signal Modification to accommodate an alternate safe walk route.

6. Thirty (30) days prior to the beginning of construction the DBF shall notify the City of Fort Lauderdale and the "School Safety Coordinator" at Broward County Traffic Engineering Division (954) 484-9600, to set up a pre-work meeting.
7. The DBF, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. Convenience of the general public and of the residents adjacent to the work shall be provided for in a satisfactory manner, as determined by the CITY.
8. Sidewalks, gutters, drains, fire hydrants and private drives shall, insofar as practical, be kept in condition for their intended uses. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within twenty (20) feet of any such hydrant.
9. Construction materials stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible. Stored materials shall not impede pedestrian or vehicular traffic at any time.
10. Streets may be closed only as permitted by the approved Maintenance of Traffic Plan, and as directed by the CITY and, whenever the street is not closed, the work must be conducted with the provision for a safe passageway for traffic at all times. The DBF shall make all necessary arrangements with the CITY concerning maintenance of traffic and selection of detours required.
11. All existing stop and street name signs will be maintained as long as deemed necessary by the CITY.
12. When permission has been granted to close an existing roadway, the DBF shall furnish and erect signs, barricades, lights, flags and other protective devices, which shall conform to the requirements, and be subject to the approval of the CITY. The DBF shall furnish and maintain proper protective devices at such location for the entire time of closure as the CITY may direct. Signage shall be affected one week before closure.
13. The DBF shall furnish a sufficient number of protective devices to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the CITY shutting down the work until the DBF provides the necessary protection.
14. Any time traffic is diverted for a period of time that will exceed one-work day temporary pavement markings will be required. Existing pavement markings that conflict with the new work zone traffic pattern must be obliterated. Painting over existing pavement markings (black out) is not permitted.
15. The DBF may be required to reposition existing traffic signal heads in order to maintain traffic flows at diverted intersections. If this should be necessary, the DBF must submit a plan for approval showing the course of work and the planned repositioning. The Broward County Traffic Engineering Division must approve the plan prior to implementation. No separate payment for repositioning the existing traffic signal heads will be made. The cost of this work shall be included in the bid item for Maintenance of Traffic.

16. If there are schools within the project area: The DBF will be required to shut down all equipment during the school zone commute time periods (approximately 15 minutes prior to and after school is in session).

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A. It shall be the responsibility of the DBF to maintain positive drainage on the surface and to ensure that the existing underground drainage system continues to function as intended during the construction of the new drainage system. The DBF shall submit a plan to maintain the existing drainage patterns and underground system for the approval of the CITY prior to beginning any work on the existing or new drainage systems. The cost of maintaining positive drainage and preparing the maintenance plan shall be included under maintenance of traffic and existing drainage system, of the Schedule of Prices Bid.

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A. Application for payment for stored materials may not be made by DBF.

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A. It will be the DBF's responsibility to coordinate construction schedules with other contractors so as to minimize disruptions, and inconveniences. The project site shall be safe at all times for construction workers and residents.

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. DBF shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the work or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of the work to provide for installation of ill-times work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to requirements of Contract Documents.
   5. Remove samples of installed work as specified for testing.
   6. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

1.03 SUBMITTALS

A. Submit a written request to CITY well in advance of executing any cutting or alteration, which affects:
   1. Work of the OWNER or any separate DBF.
   2. Structural value of integrity of any element of the project.
   3. Integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. Efficiency, operational life, maintenance or safety of operational elements.
   5. Visual qualities of sight-exposed elements.

B. Request shall include:
   1. Identification of the project.
   2. Description of the affected work.
   3. The necessity for cutting, alteration or excavation.
   4. Effect on work of Owner or any separate DBF, or on structural or weatherproof integrity of project.
   5. Description of proposed work:
      a. Scope of cutting, patching, alteration or excavation.
      b. Trades who 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 separate DBF whose work will be affected.

C. Should conditions of work or the schedule indicate a change of products from original installation, DBF shall submit request for substitution as specified in Section 01600, Paragraph 1.08.

D. Submit written notice to CITY designating the date and time the work will be uncovered.

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PART 1 GENERAL

1.1 SUMMARY

1.2 QUALITY ASSURANCE

A. Comply with specifications and standards for each specific product involved.

PART 2 PRODUCTS

2.1 MATERIALS

A. Inspect existing conditions of project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering the work, inspect conditions affecting installation of products, or performance of work.

C. Report unsatisfactory or questionable conditions affecting installation of products, or performance of work.

2.2 REPAIR MATERIALS

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

B. Provide devices and methods to protect other portions of 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.

2.3 PERFORMANCE

A. Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods, which will prevent settlement or damage to other work.

C. Employ installer or fabricator to perform cutting and patching for:

1. Weather-exposed or moisture-resistant elements.
2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified product, functions, tolerances and finishes.

E. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

F. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.

G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.
2. For an assembly, refinish entire unit.

PART 3 EXECUTION

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PART 1 - GENERAL

1.01 **REGULATORY REQUIREMENTS**

A. DBF shall comply with all building codes and regulations appropriate to the project, including those but not limited to:
   1. City of Fort Lauderdale
      a. Florida Building Code (Latest Revision)
      b. Broward County Traffic Engineering Division
      c. Broward County Environmental Protection and Growth Management Department
      d. Broward County Highway Construction and Engineering Department
      e. Florida Department of Environmental Protection
      f. South Florida Water Management District
      g. Florida Department of Environmental Protection
      h. OSHA

B. DBF shall comply with these codes, laws, regulations, rules, directives of all agencies, boards, districts, and governmental bodies having jurisdiction. The most recent guidelines of the regulatory agencies shall be utilized for the design and construction of the project.

C. DBF shall obtain and pay the cost of all building permits, fees, tie-in, or connection charges associated with the project.

D. DBF is responsible for compliance with all agencies and shall obtain all the necessary permits to complete the project. In the event that the CITY must obtain permits in addition to those listed below, the DBF shall not have any claim for damages arising from any delay caused by the CITY'S obtaining said additional permits.

1.02 **RELATED REQUIREMENTS**

A. All applicable sections of the Specifications.

B. Conditions of the Contract.

PART 2 - PRODUCTS

PART 3 - EXECUTION

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SECTION 01070
ABBREVIATIONS OF INSTITUTIONS

1.1 GENERAL REQUIREMENTS

1.1.1 Abbreviations

Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms or abbreviations, which may appear in these Specifications, shall have the meanings indicated herein.

1.1.2 Abbreviations and Acronyms

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	American Standards Association
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International

SECTION 01070
ABBREVIATIONS OF INSTITUTIONS

BCEPD	Broward County Environmental Protection Department (now known as Broward County Environmental Protection and Growth Management Department)
BCHCED	Broward County Highway Construction & Engineering Division
BCHD	Florida Department of Health of Broward County
BCPHU	Broward County Public Health Unit
BCTED	Broward County Traffic Engineering Division
BCWRMD	Broward County Water Resource Management Division
BCWWS	Broward County Water & Wastewater Services Division
BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specification Institute
DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
EPA	Environmental Protection Agency
FAC	Florida Administrative Code
FBC	Florida Building Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FM	Factory Mutual System
FPL	Florida Power & Light
FS	Federal Specifications
HI	Hydraulics Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MSS	Manufacturers Standardization Society
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers

NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
N.I.C.	Not In Contract
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
NPDES	National Pollutant Discharge Elimination System
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PPI	Plastics Pipe Institute
RCRA	Resource Conservation and Recovery Act
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SB	Southern Bell
SFWMD	South Florida Water Management District
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPI	Society of the Plastics Industry, Inc.
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WEF	Water Environment Federation
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWED	Broward County Water and Wastewater Engineering Division
WWPA	Western Wood Products Association

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SECTION 01070
ABBREVIATIONS OF INSTITUTIONS

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A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

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A. Without limiting the generality of other requirements of the Specifications, all work specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.

B. References herein to "Building Code" shall mean "Florida Building Code". References to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CITY for clarification and directions prior to ordering or providing any materials or furnishing labor. The DBF shall bid for the most stringent requirements.

D. The DBF shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.

E. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

F. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

G. References to "Minimum Standards" shall mean the City of Fort Lauderdale Minimum Standards.

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A. The DBF is responsible that all work included in the Contract Documents, regardless if shown or not, shall comply with all EPA, OSHA, RCRA, NFPA, and any other Federal, State, and Local Regulations governing the storage and conveyance of hazardous materials, including petroleum products.

B. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations must be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the OWNER.

1. The DBF may be required to reposition existing traffic signal heads in order to maintain traffic flows at diverted intersections. If this should be necessary, the DBF must submit a plan for approval showing the course of work and the planned repositioning. The Broward County Traffic Engineering Division must approve the plan prior to implementation. No separate payment for repositioning the existing traffic signal heads will be made. The cost of this work shall be included in the bid item for Maintenance of Traffic.
2. If there are schools within the project area: The DBF will be required to shut down all equipment during the school zone commute time periods (approximately 15 minutes prior to and after school is in session).

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PART 1 GENERAL

1.01 PROJECT MEETINGS

A. DBF shall schedule and administer a preconstruction meeting, progress meetings at a minimum of once a month on a day established by the OWNER's Representative and specially called meetings throughout progress of the work.
   1. Prepare agenda meetings.
   2. Distribute written notice of each meeting five (5) days in advance of meeting date.
   3. Preside at meetings.
   4. Record the minutes; include significant proceedings and decisions.
   5. Reproduce and distribute copes of minutes within three (3) days after each meeting.
      a. To participants in the meeting.
      b. To parties affected by decisions made at the meeting.
      c. Furnish digital copies of minutes to OWNER.

B. DBF is to secure a meeting location for progress meetings that is in accordance with the requirements of the Contract Documents.

C. Representative of DBF, subcontractor and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.02 RELATED DOCUMENTS

A. All applicable sections of the Specifications.

B. Conditions of the Contract.

1.03 PRECONSTRUCTION MEETING

A. Schedule after date of Notice to Proceed.

B. Location: A central site, convenient for all parties, designated by OWNER’s Representative.

C. Attendance:
   1. The DBF and its superintendent.
   2. ENGINEER
   3. Resident Project Representative.
   4. Representative of the OWNER.
   5. Major subcontractors.
   6. Major Suppliers.
   7. Governmental representatives as appropriate.
   8. Others as requested by DBF, OWNDER, or Engineer.

D. Suggested Agenda:
   1. Distribution and discussion of:
      a. List of major subcontractors and suppliers.
      b. Projected Construction Schedules.
      c. Shop Drawings and other submittals.
      d. Traffic maintenance plan.
      e. Community Public Relations.
   2. Critical work sequencing.

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3. Procurement of major equipment and materials requiring a long lead time.
4. Project Coordination.
   a. Designation of responsible personnel.
5. Procedures and processing of:
   a. Field decisions.
   b. Proposal requests.
   c. Submittals.
   d. Change orders.
   e. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures of maintaining Record Documents.
8. Use of premises:
   a. Office, work, and storage areas.
   b. OWNER requirements.
9. Construction facilities, controls, and construction aids.
10. Temporary utilities.
11. Safety procedures
12. Security procedures.
13. Housekeeping procedures.

PART 3 - EXECUTION

A. Schedule regular monthly meetings on a day established by the OWNER's Representative as required.
B. Hold called meetings as required by progress of the work.
C. Location of meetings: Project field office or as designated by OWNER.
D. Attendance
   1. OWNER’s Representative and OWNER’s professional consultants as needed.
   2. ENGINEER
   3. Subcontractors as active on the site.
   4. Suppliers as appropriate to the agenda.
   5. Governmental representatives as appropriate.
   6. Others, as requested by DBF, OWNER, or ENGINEER.
E. Suggested Agenda:
   1. Review, approval of minutes of previous meeting.
   2. Review of work progress since previous meeting.
   3. Field observations, problems, and conflicts.
   4. Problems, which impeded Construction Schedule.
   5. Review of off-site, delivery schedules.
   6. Corrective measures and procedures to regain projected schedule.
   7. Revisions to Construction Schedules.
   8. Progress, schedule, during succeeding work period.
   9. Coordination of schedules.
   10. Community Public Relations.
   11. Review submittal schedules; expedite as required.

12. Maintenance of quality standards.
13. Pending changes and substitutions.
14. Review proposed changed for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of the Project.
15. Other business.

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PART 1 GENERAL

1.1 SUMMARY

A. Summary of Work: This SECTION includes definitions, descriptions, transmittal, and review of "Compliance" and "Miscellaneous" Submittals.

1.2 DEFINITIONS AND TERMINOLOGY

A. Definitions:

1. Compliance Submittals include Shop Drawings, product data, and samples which are prepared by the DBF, Subcontractor, MANUFACTURER, or Supplier and submitted by the DBF to the CITY as a basis for approval of the use of Equipment and Materials proposed for incorporation in the WORK or needed to describe installation, operation, maintenance, or technical properties.
    a. Shop Drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.
    b. Product data includes standard printed information on materials, products and systems not custom-prepared for this Project, other than the designation of selections from available choices.
    c. Samples include both fabricated and unfabricated physical examples of materials, products, and WORK; both as complete units and as smaller portions of units of WORK; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Mock-ups are a special form of samples which are too large to be handled in the specified manner for transmittal of sample Submittals.
2. Miscellaneous Submittals are those technical reports, administrative Submittals, certificates, and warranties not defined as Shop Drawings, product data, or samples.
    a. Technical reports include laboratory reports, tests, technical procedures, technical records, DBF's design analysis and DBF's survey field notes for construction staking, before cross-sections and after cross-sections, and similar type Submittals.
    b. Administrative Submittals are those nontechnical Submittals required by the Contract Documents or deemed necessary for administrative records. These Submittals include maintenance agreements, workmanship bonds, Project photographs, physical work records, statements of applicability, copies of industry standards, as-constructed data, security/protection/safety data, and similar type Submittals also listed in SECTION 01700 and elsewhere in the Contract Documents.
    c. Certificates and warranties are those Submittals on Equipment and Materials where a written certificate or guarantee from the MANUFACTURER or Supplier is called for in the Specifications.
    d. Reports as required by Contract describing DBF's means and methods for items such as dewatering, earth and water retaining, erosion/turbidity

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control, safety plans, and similar type Submittals.

3. Refer to ARTICLE 1.03 and 1.04 of this Part for detailed lists of documents and specific requirements.

B. Quality Requirements:
   1. Submittals such as Shop Drawings and product data shall be of the quality for legibility and reproduction purposes. Every line, character, and letter shall be clearly legible. Drawings such as reproducible shall be useable for further reproduction to yield legible hard copy.
   2. Documents submitted to the CITY that do not conform to these requirements shall be subject to rejection by the CITY, and upon request by CITY, DBF shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. DBF's (or his Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve DBF (or his Subcontractors) from meeting the required schedule for Submittal of Shop Drawings and product data.

C. Language and Dimensions:
   1. All words and dimensional units shall be in the English language.
   2. Metric dimensional unit equivalents may be stated in addition to the English units.

D. Submittal Completeness:
   1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the CITY to review the information effectively.
   2. Where standard drawings are furnished which cover variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting" is not an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.
   3. Reproduction or copies of Drawings or portions thereof will not be accepted as complete fabrication or erection drawings. The DBF may use a reproduction of the CITY-prepared Drawings for erection drawings such as to indicate information on erection or to identify detail drawing references. Where the Drawings are revised to show this additional DBF information, the CITY's title block shall be replaced with a DBF's title block and the CITY's professional seal shall be removed from the Drawing. The DBF shall revise these erection drawings for subsequent CITY revisions to the Drawings.

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A. Items shall include, but not be limited to, the following:
   1. MANUFACTURER's specifications
   2. Catalogs, or parts thereof, of manufactured equipment
   3. Shop fabrication and erection drawings

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4. General outline drawings of equipment showing overall dimensions, location of major components, weights, and location of required building openings and floor plates
5. Detailed equipment installation drawings, showing foundation details, anchor bolt sizes and locations, baseplate sizes, location of CITY's connections, and all clearances required for erection, operation, and disassembly for maintenance
6. Schematic diagrams for electrical items, showing external connections, terminal block numbers, internal wiring diagrams, and one-line diagrams
7. Bills of material and spare parts list
8. Instruction books and operating manuals
9. Material lists or schedules
10. Performance tests on equipment by MANUFACTURERs
11. Concrete mix design information
12. Samples and color charts
13. All drawings, calculations, catalogs or parts thereof, MANUFACTURER’s specifications and data, samples, instructions, and other information specified or necessary:
    a. For CITY to determine that the Equipment and Materials conform with the design concept and comply with the intent of the Contract Documents.
    b. For the proper erection, installation, operation and maintenance of the Equipment and Materials which the CITY will review for general content but not for substance.
    c. For the CITY to determine what supports, anchorages, structural details, connections, and services are required for the Equipment and Materials, and the effects on contiguous or related structures and Equipment and Materials.

B. Compliance Submittal Action Stamps or Designation: The CITY's review action stamp or designation, appropriately completed, will appear on all Compliance Submittals of DBF when returned by the CITY. Review status designations listed on CITY's action designation are defined as follows:
    1. "ACCEPTED AS SUBMITTED": Signifies Equipment or Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK. DBF is to proceed with fabrication or procurement of the items and with related WORK.
    2. "ACCEPTED AS NOTED”: Signifies Equipment and Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK subject to the condition that as constructed it shall be in accordance with all notations and/or corrections indicated. DBF is to proceed with fabrication or procurement of the items and with related WORK in accordance with CITY's notations.
    3. "RETURNED FOR REVISION": Means that deviations from the requirements

of the Contract Documents exist in the Submittal. DBF is to resubmit revised information responsive to CITY's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related WORK is not to proceed until the Submittal is approved.

4. "NOT ACCEPTABLE (SUBMIT ANEW)": Signifies Equipment and Material represented by the Submittal does not conform with the design concept or comply with the intent of the Contract Documents and is disapproved for use in the WORK. DBF is to resubmit Compliance Submittals responsive to the Contract Documents.
5. "PRELIMINARY SUBMITTAL": Signifies Submittals of such preliminary nature that a determination of conformance with the design concept or compliance with the intent of the Contract Documents must be deferred until additional information is furnished. DBF is to submit such additional information to permit layout and related activities to proceed.
6. "FOR REFERENCE ONLY": Signifies Submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins and similar data, all of which are useful to the CITY in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract Documents. The CITY reviews such Submittals for general content but not for substance.
7. Resubmit Compliance Submittals the number of times required for CITY's "ACCEPTED AS SUBMITTED" or “FOR REFERENCE ONLY”. However, any need for more resubmittals than the number set forth in the accepted schedule, or any other delay in obtaining acceptance of Submittals, will not be grounds for extension of the Contract Time, provided the CITY completes its reviews within the times stated above.

C. Schedule and Log of Compliance Submittals:

1. Prepare for the CITY, a schedule and log for submission of all Compliance Submittals specified or necessary for CITY's review of the use of Equipment and Materials proposed for incorporation in the WORK or needed for proper installation, operation or maintenance. Submit the schedule and log with the procurement schedule and WORK progress schedule. Schedule submission of all Compliance Submittals to permit review, fabrication, and delivery in time to not cause a delay in the WORK of DBF or his Subcontractors or any other contractors as described herein.
2. In establishing schedule for Compliance Submittals, allow 15 working days in CITY's office for reviewing original Submittals that have been deemed complete and ten (10) working days for reviewing resubmittals of previously reviewed submittals.
3. The schedule shall indicate the anticipated dates of original submission and shall be prepared in accordance with SECTION 01310 and submitted in accordance with this SECTION.
4. Schedule all Compliance Submittals required prior to fabrication or manufacture for submission within [90] days of the Notice to Proceed [NTS:

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Engineer should coordinate with the Project/Construction Manager to determine this time period]. Schedule Compliance Submittals pertaining to storage, installation and operation at the Site for CITY's acceptance prior to delivery of the Equipment and Materials.

D. Transmittal of Compliance Submittals:

1. All Compliance Submittals of Equipment and Materials furnished by Subcontractors, MANUFACTURERs, and Suppliers shall be submitted to the CITY by DBF in electronic PDF format as indicated below. After checking and verifying all field measurements, transmit all Compliance Submittals to the CITY for acceptance as follows:
    a. Identify each Compliance Submittal by Submittal Number, Project name and number, Contract title and number, and the Specification SECTION and article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
    b. Check and certify Compliance Submittals of Subcontractors, Suppliers, and MANUFACTURERS with DBF's approval prior to transmitting them to the CITY. DBF's certification of approval shall constitute a representation to the CITY that DBF has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has coordinated each Compliance Submittal with the requirements of the WORK and the Contract Documents.
    c. At the time of each submission, call to the attention of CITY in the letter of transmittal any deviations from the requirements of the Contract Documents.
    d. Provide all Submittals in electronic format, compatible with Adobe Professional, Version 8 (or higher), and submitted as a single file, using PDF bookmarks and/or chapters to identify divisions within the Submittal package.
    e. Make all modifications noted or indicated by CITY and return revised copies, or samples until accepted. Revised Submittals must be complete and conformed, including all pages/sheets with the required revisions and any additional or replacement pages/sheets. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the CITY on previous Submittals. Subsequent review cycles for returned or revised Submittals shall replicate the process described in items d. through e. above.
    f. If the CITY's review action is "ACCEPTED AS NOTED", the Submittal will be designated such, and electronically transmitted back to the DBF. Upon receipt of this notification from the CITY, The DBF shall resubmit one (1) conformed electronic copy in PDF file format to the CITY for final distribution. If the Submittal is required to be signed and sealed by a Professional Engineer registered in the State of Florida, this version of the submittal shall be signed and sealed. Submittal will not be considered final until all copies have been received by the CITY. Submittal will be designated "DISTRIBUTION COPY (PREVIOUSLY ACCEPTED)" by

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the CITY. Accepted Submittals transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.

g. Following completion of the WORK and prior to final payment, furnish those drawings necessary to indicate "AS CONSTRUCTED" conditions, including field modifications. Furnish additional copies for insertion in equipment instruction books as required. All such copies shall be clearly marked "AS BUILT DRAWING."

h. WORK requiring a Compliance Submittal shall not be commenced or shipped until the Submittal has been designated "ACCEPTED AS SUBMITTED" or "ACCEPTED AS NOTED" by the CITY.

i. Keep a legible copy or sample of each Compliance Submittal at the Site.

2. Copies of the equipment DBF's erection drawings and other Compliance Submittals required for the installation of equipment furnished by others under separate Contract for installation under this Contract will be transmitted to DBF by the CITY in the final distribution of such Submittals.

3. Information to MANUFACTURER's District Office: MANUFACTURERs and Suppliers of Equipment and Materials shall furnish copies of all agreements, drawings, specifications, operating instructions, correspondence, and other matters associated with this Contract to the MANUFACTURER's district office servicing the CITY. Insofar as practicable, all business matters relative to Equipment and Materials included in this Contract shall be conducted through such local district offices.

E. CITY's Review:

1. The CITY will review and return Compliance Submittals to DBF with appropriate notations. Instruction books and similar Submittals will be reviewed by the CITY for general content but not for substance.

2. The CITY's acceptance of Compliance Submittals will not relieve DBF from his responsibility as stated in the Section 00700 – General Terms and Conditions.

F. Instruction Books / Operation & Maintenance Manuals:

1. Equipment instruction books and manuals shall be prepared by the MANUFACTURER and shall include the following:

a. Index and tabs

b. Instructions for installation, start-up, operation, inspection, maintenance, parts lists and recommended spare parts, and data sheets showing model numbers

c. Applicable drawings

d. Name of contact person, phone number, and address of the nearest authorized service facility

e. Attached to the above shall be a notice of the exact warranty effective dates, beginning and ending.

f. All additional data specified

2. Information listed above shall be submitted electronically in a PDF file format.

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a. Instruction Books/Operation & Maintenance Manuals shall contain the following:
   1) Equipment name
   2) MANUFACTURER's name
   3) Project name
   4) Contract number
   5) Reference to applicable Drawing No. & Technical Specifications Section

b. Format: The overall manual should be constructed around certain types of structures or equipment in the Project, and not merely assembled by technical specification section, so that all pertinent data needed by personnel to operate or maintain the equipment or structure is in one (1) manual (as far as is practical). The DBF shall coordinate with the CITY as to how the manuals are to be assembled (Bookmarked).

G. Samples: Office samples shall be of sufficient size and quantity to clearly illustrate the following:
   1. Functional characteristics of the product, with integrally related parts and attachment devices
   2. Full range of color, texture, and pattern

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A. Miscellaneous Submittals are comprised of technical reports, administrative Submittals, and warranties which relate to the WORK, but do not require CITY's approval prior to proceeding with the WORK. Miscellaneous Submittals may include but are not limited to (at CITY's discretion):
   1. Welder qualification tests
   2. Welding procedure qualification tests
   3. X-ray and radiographic reports
   4. Field test reports
   5. Concrete cylinder test reports
   6. Certification on Materials:
      a. Steel mill tests
      b. Paint lab tests
      c. Cement tests
   7. Soil test reports
   8. Temperature records
   9. Shipping or packing lists
   10. Job progress schedules
   11. Equipment and Material delivery schedules
   12. Progress photographs
   13. Warranties
   14. Fire protection and hydraulic calculations
   15. Surveying field notes, preliminary and final Surveyor's Reports
   16. Pump tests
   17. Traffic control plan

18. Technical Reports
19. Written Certificates and Warranties

B. Transmittal of Miscellaneous Submittals:
   a. All Miscellaneous Submittals furnished by Subcontractors, MANUFACTURERS, and Suppliers shall be submitted to CITY by DBF in an electronic PDF file format, unless otherwise specified.
   b. Identify each miscellaneous Submittal by Project name and number, Contract title and number, and the specification section and article number marked thereon or in the letter of transmittal. Unidentifiable Submittals will be returned for proper identification.
   c. Check and certify Miscellaneous Submittals of Subcontractors, Suppliers, and MANUFACTURERS with DBF's approval prior to transmitting them to the CITY. DBF's certification of approval shall constitute a representation to the CITY that DBF has either determined and verified all information, or he assumes full responsibility for doing so, and that he has coordinated Miscellaneous Submittal with the requirements of the WORK and the Contract Documents.
   d. At the time of each submission, call to the attention of the CITY in the letter of transmittal any deviations from the requirements of the Contract Documents.
   e. Make all modifications noted or indicated by CITY and return revised copies until accepted. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the CITY on previous Submittals. After Submittals have been accepted, submit copies thereof for final distribution.

2. Test Reports:
   a. Responsibilities of DBF and CITY regarding tests and inspections of Equipment and Materials and completed WORK are set forth elsewhere in these Contract Documents.
   b. The party specified responsible for testing or inspection shall in each case, unless otherwise specified, arrange for the testing laboratory or reporting agency to distribute test reports in an electronic PDF file format to the following parties, unless otherwise specified:
      1) CITY
      2) Resident Project Representative
      3) DBF
      4) MANUFACTURER or supplier

C. CITY'S Review:
1. CITY will review Miscellaneous Submittals for indications of WORK or material deficiencies within fifteen (15) working days in CITY's office for original Submittals and ten (10) working days for reviewing resubmittals.
2. CITY will respond to DBF on those Miscellaneous Submittals which indicate WORK or material deficiency.

A. The CITY, and DBF shall use the internet Web Based Project Construction Document Management tool (the Construction Document Management tool), e-Builder® ASP software, and protocols included in that software during this Project for submission of all documents specified in this SECTION and elsewhere in the Contract Documents. The use of Construction Document Management as herein described does not replace or change any contractual responsibilities of the DBF.

B. The intent of using the Construction Document Management tool (i.e. e-Builder®) is to improve the Project work efforts by promoting timely initial communications and responses. This will also reduce the number of paper documents while providing improved record keeping by creation of electronic document files.

C. The Construction Document Management tool is available through e-Builder® in the form and manner required by the CITY.

D. The Construction Document Management tool is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of CITY, Engineer of Record and DBF.

E. DBF's Responsibility:
   1. DBF shall be responsible for the validity of their information placed in Construction Document Management tool and for the abilities of their personnel.
   2. Entry of information exchanged and transferred between the DBF and its subcontractors and suppliers on Construction Document Management tool shall be the responsibility of the DBF.
   3. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program.
   4. DBF shall utilize the existing forms in Construction Document Management tool (i.e. e-Builder®) to the maximum extent possible. If a form does not exist in Construction Document Management tool, the DBF must include a form of their own (subject to review and acceptance by CITY) or provided by CITY as an attachment to a submittal.
   5. Adobe PDF documents shall be created through electronic conversion to be searchable, rather than optically scanned, whenever possible. DBF is responsible for the training of their personnel in the use of the Construction Document Management tool (outside training that is provided by CITY) and the other programs indicated above as needed.
   6. User Access Limitations:
      a. Provide a list of DBF's key the Construction Document Management tool personnel for the CITY's acceptance. The CITY reserves the right to perform a security check on all potential users. The DBF will be allowed to add additional personnel and subcontractors to Construction Document Management tool.
      b. The CITY will grant initial access to the Construction Document Management tool by creating user profiles to accepted DBF personnel.

F. Authorized Users: The DBF shall:
   1. Request the User Application form from the CITY Project Manager.

2. Submit completed User Application Form to the CITY Construction Document Management tool (i.e. e-Builder®) Administrator.
3. Authorized users will be contacted directly by the web site provider, e-Builder®, who will assign the temporary user password.
4. Authorized users shall be responsible for the proper us of their passwords and access to data as agents of the company in which they are employed.
5. Sharing usernames and passwords are strictly prohibited.

G. Training: Group training sessions will be scheduled by the CITY on as needed bases. Users are required to attend the scheduled training sessions they are assigned to.

H. Support: e-Builder® will provide on-going support through online help files. The second level of help will be to contact the CITY Construction Document Management tool Administrator with the help of CITY Project Manager.

I. Copyrights and Ownership: Nothing in this Specification or the subsequent communications supersedes the DBF's obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the Project specified herein.

J. Communications: The use of fax, email and courier communication for this Project is discouraged in favor of using the Construction Document Management tool to send messages. Communication functions are as follows:
1. Document Integrity and Revisions:
   a. Documents, comments, drawings and other records posted on the Construction Document Management tool will remain for the Project record. The authorship time and date will be recorded for each document submitted to the system. Submitting a new document or record with a unique ID, authorship, and time stamp will be the method used to make modifications or corrections.
   b. The Construction Document Management tool will make it easy to identify revised or superseded documents and their predecessors.
2. Document Security: The Construction Document Management tool will provide a method for communication of documents. Do not post private or your company confidential items in the database.
3. Notifications and Distribution:
   a. Document distribution to Project members shall be accomplished both within the Construction Document Management tool and via email as appropriate. Project document distribution to parties outside of the Construction Document Management tool shall be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
   b. Minimum Equipment and Internet Connection: DSL, local cable company's Internet connection or T1 connection is required.
4. Automated System Notification and Audit Log Tracking:
   a. Review comments made (or lack thereof) by CITY on DBF submitted documentation shall not relieve DBF from compliance with requirements

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of the Contract Documents.

b. DBF is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. CITY's acceptance via the Construction Document Management tool notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the DBF's submitted information.

A. DBF shall maintain an accurate Submittal Log and a Distribution List for the duration of the WORK, showing current status of all Submittals and Distributees at all times in a form acceptable to the CITY. DBF shall make the Submittal Log available to the CITY for its review on request and shall bring a copy of the Submittal Log to all Progress Meetings.

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PART 1 GENERAL

1.01 SUBMITTALS REQUIRED

A. Submit Shop Drawings, Product Data and Samples required by the Contract Documents.

1.02 RELATED DOCUMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.
C. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that reviewed Shop Drawings, Product Data and Samples will be needed.

1.03 SHOP DRAWINGS

A. Drawings shall be presented in a readable and thorough condition.
   1. Drawing size shall be in standard sizes 8 ½ inch X 11 inch through 24 inch X 36 inch as appropriate for detail.
   2. Details shall be identified by reference to City of Fort Lauderdale Project Number, sheet, detail, specification section, equipment numbers, I.D. numbers and schedule numbers shown on Contract Drawings.

1.04 PRODUCT DATA

A. Preparation
   1. Clearly mark each copy to identify pertinent products or models.
   2. Show performance characteristics and capacities.
   3. Show dimensions and clearances required.
   4. Show wiring or piping diagrams and controls.
B. Manufacturer's standard schematic drawings and diagrams:
   1. Modify drawings and diagrams to delete information, which is not applicable to the work.
   2. Supplement standard information to provide information specifically applicable to the work

1.05 SAMPLES

A. Office samples shall be of sufficient size and quantity to clearly illustrate:
   1. Functional characteristics of the product with integrally related parts and attachment devices.
   2. Full rand of color, texture and pattern.

1.06 DELIVERY, STORAGE AND HANDLING

A. Review Shop Drawings, Product Data and samples prior to submission.
B. Determine and verify:
   1. Field measurements.
   2. Field construction criteria.
   3. Catalog numbers and similar data.
   4. Conformance with specifications.
C. Coordinate each submittal with requirements of the work and of the Contract

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Documents.

D. Notify the OWNER's Representative in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

SUBMITTAL REVIEW

A. DBF shall furnish the CITY for review, 3 copies of each shop drawing submittal. The term "Shop Drawing" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.

B. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the CITY. In any case, every separate item submitted for shop drawing approval will be uniquely numbered and dated, between the submittal and transmittal for proper tracking.

C. Except as may otherwise be indicated herein, the CITY will return prints of each submittal to the DBF with its comments noted thereon, within twenty-one (21) calendar days following their receipt by the DBF. It is considered reasonable that the DBF shall make a complete and acceptable submittal to the CITY by the second submission of a submittal item. The CITY's maximum review period for each submittal, including all resubmittals, will be 15 days per submittal. In other words, for a submittal that required two resubmittals before it is complete, the maximum review period for that submittal could be 45 days.

D. If 3 copies of a submittal are returned to the DBF marked "NO EXCEPTIONS TAKEN", formal revision and resubmission of said submittal will not be required.

E. If 3 copies of a submittal are returned to the DBF marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.

F. If a submittal is returned to the DBF marked "REVISE AND RESUBMIT" or "AMEND- RESUBMIT," the DBF shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the CITY.

G. If a submittal is returned to the DBF marked "REJECTED-RESUBMIT", the DBF shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the CITY.

H. Fabrication of an item shall be commenced only after the CITY has reviewed the pertinent submittals and returned copies to the DBF marked either 'NO EXCEPTIONS TAKEN" or 'MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.

I. All DBF shop drawing submittals shall be carefully reviewed by an authorized representative of the DBF, prior to submission to the CITY. Each submittal shall be dated, signed, and certified by the DBF, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so

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dated, signed, and certified. No consideration for review by the CITY of any DBF submittals will be made for any items, which have not been so certified by the DBF. All non-certified submittals will be returned to the DBF without action taken by the CITY, and any delays caused thereby shall be the total responsibility of the DBF.

J. The CITY's review of DBF shop drawing submittals shall not relieve the DBF of the entire responsibility for the correctness of details and dimensions. The DBF shall assume all responsibility and risk for any misfits due to any errors in DBF submittals. The DBF shall be responsible for the dimensions and the design of adequate connections and details.

K. Submittals shall contain:
   1. The date of submission and the dates of any previous submissions.
   2. The project title and Project Number.
   3. Contract identification.
   4. The names of:
      a. Contactor
      b. Supplier
      c. Manufacturer
   5. Identification of the product, with specification section number.
   6. Field dimensions clearly identified as such.
   7. Relation to adjacent or critical features of the work or materials.
   8. Applicable standards, such as ASTM or Federal Specification numbers.
   9. Identification of deviations from Contract Documents.
   10. Identification of revisions on resubmittals.
   11. DBF's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of Contract Documents.

RESUBMITTAL REQUIREMENTS

A. Make any corrections or changes in the submittals required by OWNER's Representative and resubmit until approved.

B. Shop Drawings and Product Data:
   1. Revise initial drawings or data and resubmit as specified for the initial submittal.
   2. Indicate any changes which have been made other than those requested by the OWNER's Representative.

C. Samples: Submit new samples as required for initial submittal.

DISTRIBUTION

A. Distribute reproduction of Shop Drawings and copies of Product Data, which carry the OWNER's Representative or ENGINEER's stamp of approval to:
   1. Job site file.
   2. Record Document File.
   3. Other affected CONTRACTORs.
   4. Subcontractors.

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5. Supplier or Fabricator.

B. Distribute samples which carry the OWNER's Representative or ENGINEER's stamp of approval as directed by the CITY.

OWNER'S REPRESENTATIVE OR ENGINEER'S ACTION

A. Review submittals with reasonable promptness and in accord with schedule.

B. Affix stamp and initials or signature, and indicate requirements for submittals, or approval of submittal.

C. Return submittals to DBF for distribution

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SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.1 SUMMARY

A. Employ competent photographer to take construction record photographs periodically, monthly at a minimum, during course of the work.

1.2 RELATED DOCUMENTS

A. Section 01010: Summary of Work.
B. Section 01720: Project Record Documents.

1.3 SUBMITTALS FOR REVIEW

A. Provide photographs taken on cutoff date for each scheduled application for Payment.
B. Provide photographs taken at each major stage of construction.
C. Provide photographs taken of change order work.
D. Provide five prints of each view.
E. Digital Images:
   1. Remain property of photographer.
   2. Require that photographer maintain digital images for a period of two years from Date of Substantial Completion of entire Project.
   3. Photographer shall agree to furnish additional prints to OWNER and the ENGINEER at commercial rates applicable at time of purchase.

1.4 PAYMENT FOR PHOTOGRAPHS

A. DBF shall pay costs for specified photography and prints.
   1. Parties requiring additional photography or prints will pay photographer directly.

1.5 DIGITAL PHOTOGRAPHS

A. At OWNER and ENGINEER's discretion, digital photography may be used for all construction photographs except aerial progress photographs.

PART 2 PRODUCTS

2.1 PHOTOGRAPHS

A. Color:
   1. Paper: Single weight, color print paper.
   2. Finish: Smooth surface, glossy.
   3. Size: 8-inch x 10-inch.
B. Identify each print on back, listing:
   1. Name of Project.
   2. Specific Location.
   3. Date and time of exposure.
   4. Name and address of photographer.
   5. Photographer's numbered identification of exposure.

PART 3 EXECUTION

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PART 1 GENERAL

1.01 SUBMITTALS

A. Factual presentation.
B. Correct exposure and focus.
   1. High resolution and sharpness.
   2. Maximum depth-of-field.
   3. Minimum distortion.

1.02 PHOTOGRAPHS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1.03 DELIVERY REQUIREMENTS

A. Deliver prints to the ENGINEER to accompany each Application for Payment.
B. Distribution of prints as soon as processed, is anticipated to be as follows:
   1. OWNER (one set).
   2. ENGINEER (two sets).
   3. Project Record File (one set to be stored by DBF).
   4. DBF (one set).

PART 2 PRODUCTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.02 INSPECTION OF MANUFACTURED PRODUCTS

A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the CITY at the place of manufacture.

B. The presence of the CITY at the place of manufacturer, however, shall not relieve the DBF of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the DBF and said duty shall not be avoided by any act or omission on the part of the CITY.

1.03 SAMPLING AND TESTING

A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the CITY will insure the OWNER that the quality of the work is in full accord with the Contract Documents.

B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the CITY reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the CITY to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.04 INSPECTION AND TESTING LABORATORY SERVICE

A. Inspection and testing laboratory service shall comply with the following:

1. DBF will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.
2. The DBF or independent firm will perform inspections, testing, and other services specified in individual specification sections and as required by the CITY.
3. Reports will be submitted to the CITY in duplicate, indicating observations

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and results of tests and indicating compliance or non-compliance with Contract Documents.

4. The DBF shall cooperate with the independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The DBF shall notify CITY 48 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY.
7. The DBF shall bear all costs from such retesting at no additional cost to the CITY.
8. For samples and tests required for DBF's use, the DBF shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the DBF'S use shall be included in the Contract Price.
9. DBF shall bear all costs if materials for testing are not ready for testing at time specified by DBF for the test.

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A. Inspection: The DBF shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
B. Measurements: The DBF shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
C. Manufacturer's Instructions: Where installations include manufactured products, the DBF shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

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SECTION 01505
MOBILIZATION

PART 1 GENERAL

1.01 SCOPE

A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:

1. Moving on to the site of all DBF's equipment required for first month operations.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Developing construction water supply.
4. Providing all on-site communication facilities, including cellular telephones and internet service.
5. Providing on-site sanitary facilities and potable water facilities
6. Arranging for and erection of DBF's work, site access, and storage.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Having the DBF's superintendent at the job site full time.
10. Submitting initial submittals.
11. Project identification and signs as described in Section 01580.

1.02 RELATED WORK DESCRIBED ELSEWHERE

1.03 MEASUREMENT

1.04 MEASUREMENT AND PAYMENT

A. The DBF's attention is directed to the condition that no payment for mobilization, or any part thereof will be approved for payment under the Contract until all mobilization items listed in Paragraph 1.01.A. above have been completed as specified. Furthermore, if DBF does not have required trailer, sanitary and potable facilities in order within the first month of construction, a prorated amount of mobilization will be removed from the mobilization line item, for the extent of time taken to furnish said facilities.

PART 2 PRODUCTS

PART 3 EXECUTION

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PART 1 GENERAL

1.01 SUMMARY

A. The types of utility services required for general temporary use at the project site include the following:
   1. Water service (potable for certain uses)
   2. Storm sewer
   3. Sanitary sewer
   4. Electrical power service
   5. Telephone service/Cellular service
   6. Internet service
   7. Gas service

B. It shall be the DBF's responsibility to provide equipment that is adequate for the performance of the WORK under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safety and efficiently performing the required WORK, and shall be subject to inspection and approval by the OWNER's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

1.02 [illegible]

A. Scheduled Uses: The DBF shall, in conjunction with establishment of job progress schedule, establish a schedule for implementation and termination of service for each temporary utility or facility; at earliest feasible time, and when acceptable to OWNER change over from use of temporary utility service to permanent service.

PART 2 [illegible]

PART 3 [illegible]

3.01 [illegible]

A. Power: The DBF shall provide all necessary power required for its operations under the Contract and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.

3.02 [illegible]

A. Construction Lighting: All WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.

3.03 [illegible]

A. General: The OWNER will furnish reasonable quantities of water required by the DBF for performance of the WORK under the Contract; however, the DBF shall provide all facilities necessary to convey the water from the OWNER-designated source to the points of use in accordance with the requirements of the Contract Document. The DBF shall pay all permit and water charges.

B. Potable Water: All drinking water on the site during construction shall be furnished

by the DBF and shall be bottled water or water furnished in acceptable metal dispensers. Notices shall be posted conspicuously throughout the site warning the DBF's personnel that piped water may be contaminated.

C. Water Connections: The DBF shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the DBF shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The DBF shall pay all permit and water charges.

D. Removal of Water Connections: Before final acceptance of the WORK on the project, all temporary connections and piping installed by the DBF shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the CITY and to the agency owning the affected utility.

[illegible]

A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of DBF's employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.

B. Sanitary and Other Organic Wastes: The DBF shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the DBF or organic material wasted from any other source related to the DBF's operations shall be disposed of away from the site in a manner satisfactory to the CITY and in accordance with all laws and regulations pertaining thereto.

[illegible]

A. Fire Protection: The construction of the WORK shall be connected with the DBF's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation such fire apparatus so as to prevent or minimize the hazard of fire. The DBF's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

[illegible]

A. Telephone and Internet Services: The DBF shall provide and maintain at all time during the progress of the WORK not less than one telephone and one internet connection in
good working order, at CITY's field office and its own field construction office which shall be located at or near the site of the WORK included in the Contract.

B. Telephone Use: The DBF shall permit the CITY, the OWNER, or their authorized representatives or employees free and unlimited use of said telephone facilities for

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all calls that do not involve extended long-distance charges.

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PART 1 GENERAL

1.1 SUMMARY

A. Furnish, install and maintain required construction aids, remove on completion of work.

1.2 RELATED REQUIREMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

PART 2 PRODUCTS

2.1 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.2 EQUIPMENT

A. Provide construction aids and equipment required by personnel and to facilitate execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
   1. Refer to respective sections for particular requirements for each trade.
   2. Provide protective coverings for finished surfaces.
B. Maintain facilities and equipment in first-class condition.

PART 3 EXECUTION

3.1 PREPARATION

A. Consult with OWNER's Representative, review site conditions and factors which affect construction procedures and construction aids including adjacent properties and public facilities which may be affected by execution of the work.

3.2 INSTALLATION

A. Comply with applicable requirements specified in sections of Division 2 through 4 (as applicable).
B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of OWNER and other Contractors employed at the site.

3.3 REMOVAL

A. Completely remove temporary materials, equipment and services:
   1. When construction needs can be met by use of permanent construction.
   2. At completion of project.
B. Clean, repair damage caused by installation or by use of temporary facilities.
   1. Remove foundations and underground installations for construction aids.
   2. Grade areas of site affected by temporary installations to required elevations and slopes and clean the area.
C. Restore permanent facilities used for temporary purposed to specified condition.

SECTION 01520
CONSTRUCTION AIDS

D

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SECTION 01530
PROTECTION OF EXISTING FACILITIES

[illegible]

[illegible]

A. The DBF shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

B. The DBF shall verify the exact locations and depths of all utilities shown and the DBF shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the DBF's work. When such exploratory excavations show the utility location as shown to be in error, the DBF shall so notify the CITY.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

[illegible]

A. The DBF shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, cable or electric transmission line; any fence; or any other structure, nor shall the DBF enter upon the rights-of-way involved until notified that the OWNER has secured authority from the proper party. After authority has been obtained, the DBF shall give said party due notice of its intention to begin work, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the DBF so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in the General Conditions of the Contract.

[illegible]

A. The DBF shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking, or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey markers or points disturbed by the DBF shall be accurately restored after all street or roadway resurfacing has been completed.

[illegible]

A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness

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to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement OWNER. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the DBF shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.

C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the DBF shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

D. Restoration of Sidewalks or Private Properties: Wherever sidewalks or private properties and driveways have been removed for purposes of construction, the DBF shall place suitable temporary sidewalks or driveways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the DBF shall maintain said temporary sidewalks or driveways until the final restoration thereof has been made. The DBF shall restore all private properties within thirty (30) days after a complaint is received by the OWNER.

X D M R M

A. General: The DBF shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the DBF's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The DBF shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

B. Utilities to be Moved: In the case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the DBF, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the DBF shall notify the CITY a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the DBF shall remove and, without unnecessary delay, temporarily

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replace or relocate such utility or improvement in a manner satisfactory to the OWNER of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the DBF in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

D. OWNER's Right of Access: The right is reserved to the OWNER and to the OWNERs of public utilities and franchises to enter at any time upon any public street, alley, right-of- way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.

E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the DBF prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the DBF at no cost to the CITY.

F. Underground Utilities Not Indicated: In the event that the DBF damages any existing utility lines that are not indicated or the locations of which are not made known to the DBF prior to excavation, a written report thereof shall be made immediately to the CITY. If directed by the CITY, repairs shall be made by the DBF under the provisions contained in these Contract Documents.

G. All costs of locating, repairing damage not due to failure of the DBF to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for in accordance with the provisions of the Contract Documents.

H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement OWNER before being concealed by backfill or other work.

I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the CITY are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The DBF shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

J. Existing Water Services: DBF shall protect and provide temporary support for existing water services. Any water service damaged by the DBF, shall be replaced at the DBF's expense, with a new water service complete with new water main tap.

R R D R M

A. General: The DBF shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and

project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the DBF or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.

B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material. There shall be no additional compensation for trees that require trimming due to damage by the DBF's operation.

C. Replacement: The DBF shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the DBF's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the DBF shall replace the tree at DBF's own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the DBF shall pay to the OWNER of said tree a compensatory payment acceptable to the tree OWNER, subject to the approval of the jurisdictional agency or OWNER. The size of the trees shall be not less than 1-inch diameter, nor less than 6 feet in height.

[illegible]

A. Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the DBF shall notify the respective authorities representing the OWNERs or agencies responsible for such facilities not less than 3 days nor more than 7 days prior to excavation so that a representative of said OWNERs or agencies can be present during such work if they so desire. The DBF shall also notify the Sunshine State One Call Center 1-800-432-4770 at least 2 days, but no more than 14 days, prior to such excavation.

[illegible]

[illegible]

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

[illegible]

A. Materials to DBF's option, minimum fence height = 6 feet.

[illegible]

A. Materials to DBF's option, as appropriate to serve required purpose.

[illegible]

[illegible]

A. Install facilities with a neat and reasonable uniform appearance, structurally adequate for required purposes.
B. Maintain barriers during entire construction period.
C. Relocate barriers as required by progress of construction.

PART 3 - REMOVAL OF BARRICADES

A. Preserve and protect existing trees and plants adjacent to work areas.
B. Consult with OWNER's Representative and remove agreed-on roots and branches which interfere with work.
   1. Employ qualified tree surgeon to remove branches, and to treat cuts.
C. Protect root zones of trees and plants.
   1. Do not allow vehicular traffic and parking.
   2. Do not store materials or products.
   3. Prevent dumping of refuse or chemically injurious materials or liquids.
   4. Prevent puddling or continuous running water.
   5. Provide temporary tree protection in accordance with City/County requirements.
D. Carefully supervise all work to prevent damage.
E. Replace trees and plants which are damaged or destroyed due to work operations under this contract.

PART 4 - REMOVAL

A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by OWNER's Representative.
B. Clean and repair damage caused by installation, fill and grade areas of the site to required elevations and slopes, and clean the area

END OF SECTION

PART 1 - GENERAL

1.01 SITE CONDITIONS

A. The DBF shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the DBF's responsibility to construct and maintain any haul roads required for its construction operations.

1.02 PERMITS AND REGULATIONS

A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300 feet shall be provided. The DBF shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except, when necessary, construction precludes such access for reasonable periods of time.

B. Temporary Bridges: Wherever necessary, the DBF shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the DBF shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the CITY prior to excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the DBF shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

C. Street Use: Nothing herein shall be construed to entitle the DBF to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the CITY and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the CITY or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the WORK shall be kept accessible to fire- fighting equipment at all times. Temporary provisions shall be made by the DBF to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.

D. Traffic Control: For the protection of traffic in public or private streets and ways, the DBF shall provide, place, and maintain all necessary barricades, traffic cones,

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warning signs, lights, and other safety devices in accordance with the requirements of The City of Fort Lauderdale and the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).

E. The DBF shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The DBF shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of the Florida Department of Transportation.

F. The DBF shall submit 3 copies of a traffic control plan to the CITY for approval a minimum of 2 weeks prior to construction. The CITY reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the DBF's expense. Submittal to CITY of traffic control plan does not alleviate DBF from requirements of submitting plan to authorizing authority.

G. The DBF shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

H. Temporary Driveway Closure: The DBF shall notify the OWNER or occupant (if not OWNER-occupied) of the closure of the driveways to be closed more than one eight-hour workday at least 3 working days prior to the closure. The DBF shall minimize the inconvenience and minimize the time period that the driveways will be closed. The DBF shall fully explain to the OWNER/occupant how long the work will take and when closure is to start. Total closure time shall not exceed 5 days.

D'S WORK AND STORAGE R

A. The DBF shall designate and arrange for the use of a portion of the property, adjacent to the WORK for its exclusive use during the term of the Contract as a storage and shop area for its construction operations relative to this Contract.

B. The DBF's use of the project site shall be limited to its construction operations. The DBF shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK. A copy of an agreement for use of other property shall be furnished to the CITY. No material may be stored in the public right of way without prior authorization by the agency having jurisdiction. No material shall be stored within the public right of way in excess of 15 days. The DBF shall keep these areas in a clean and orderly condition so as not to cause a nuisance or sight obstruction to motorists or pedestrians.

C. The DBF shall construct and use a separate storage area for hazardous materials used in constructing the WORK.

1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall

be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.

2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
3. The DBF shall develop and submit to the CITY a plan for storing and disposing of the materials above.
4. The DBF shall obtain and submit to the CITY a single EPA number for wastes generated at the site.
5. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

PART 3 - EXECUTION

A. The DBF shall:

1. The DBF shall direct its employees to park in designated areas secured by the DBF.
2. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The DBF shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

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PART 1 GENERAL

1.1 SUMMARY

A. Provide and maintain methods, equipment, and temporary construction, as necessary, to provide controls over environmental conditions at the construction site and related area under DBF's control; remove physical evidence of temporary facilities at completion of work.

1.2 RELATED DOCUMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

1.3 NOISE CONTROL

A. Provide all necessary requirements for noise control during the construction period.
   1. Noise procedures shall conform to all applicable OSHA requirements and local ordinances having jurisdiction on the work.
   2. Noise levels during nighttime hours shall not exceed 55 db measured at the property line of a residence.

1.4 DUST CONTROL

A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.5 DRAINAGE CONTROL

A. Provide methods to control surface water to prevent damage to the project, the site, or adjoining properties.
   1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
B. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
C. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.

1.6 PEST CONTROL

A. Provide pest control as necessary to prevent infestation of construction or storage area.
   1. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.
   2. Should the use of pesticides be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to CITY. Clearly indicate:
      a. The area or areas to be treated.
      b. The pesticide to be used, with a copy of the manufacturer's printed instructions.

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c. The pollution preventative measures to be employed.

B. The use of any pesticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

RODENT CONTROL

A. Provide rodent control as necessary to prevent infestation of construction or storage area.
   1. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties.
   2. Should the use of rodenticide be considered necessary, submit an informational copy of the proposed program to OWNER with a copy to OWNER's Representative. Clearly indicate:
      a. the area or areas to be treated.
      b. the rodenticide to be used, with a copy of the manufacturer's printed instructions.
      c. the pollution preventative measures to be employed.

B. The use of any rodenticide shall be in full accordance with the manufacturer's printed instructions and recommendations.

DEBRIS CONTROL

A. Maintain all areas under DBF's control free of extraneous debris.

B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking area, or along access roads and haul routes.
   1. Provide containers for deposit of debris as specified in Section 01710 - Cleaning.
   2. Prohibit overloading of trucks to prevent spillage on access and haul routes
      a. Provide periodic inspection of traffic areas to enforce requirements.

C. Schedule periodic collections and disposal of debris as specified in Section 01710 - Cleaning.
   1. Provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation.

POLLUTION CONTROL

A. Provide methods, means and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.

B. Provide equipment and personnel, perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids.
   1. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.

C. Take special measures to prevent harmful substances from entering public waters.
   1. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.

D. Provide systems for control of atmospheric pollutants.
   1. Prevent toxic concentrations of chemicals.

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2. Prevent harmful dispersal of pollutants into the atmosphere.

PART 2 PRODUCTS

A. Plan and execute construction and earthwork, by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation.
   1. Hold the areas of bare soil exposed at one time to a minimum.
   2. Provide temporary control measures such as berms, dikes and drains.
   3. Provide silt screens as required preventing surface water contamination.

B. Construct fills and waste areas by selective placement to eliminate surface silts or clays, which will erode.

C. Periodically inspect earthwork to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

D. All erosion control procedures must comply with the National Pollutant Discharge Elimination System (NPDES). The DBF shall develop and implement a Stormwater Pollution Prevention Plan as outlined by NPDES.

PART 3 EXECUTION

3.1 PREPARATION

3.2 INSTALLATION

3.3 DISPOSAL

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

A. Provide, operate, and maintain equipment, services and personnel, with traffic control and protective devices, as required to expedite vehicular traffic flow on haul routes, at site entrances, on-site access roads, and parking areas.

B. Remove temporary equipment and facilities when no longer required, restore grounds to original, or specified conditions.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. All applicable sections of the Specifications.

B. Conditions of the Contract.

1.3 TRAFFIC CONTROL AND DIRECTIONAL SIGNS

A. Provide and operate traffic control and directional signals or signs required to direct and maintain an orderly flow of traffic in all areas under DBF's control or affected by DBF's operations.

1.4 FLAG-PERSONS

A. Provide qualified and suitably equipped flag-person when construction operations encroach on traffic lanes, as required for regulation of traffic.

1.5 FLARES AND LIGHTS

A. Provide flares and lights during periods of low visibility:

1. To clearly delineate traffic lanes and to guide traffic.
2. For use of flag-person in directing traffic.

B. Provide illumination of critical traffic and parking areas.

1. Maintain free vehicular access to and through parking areas.
2. Prohibit parking on or adjacent to access roads, or in non-designated areas.

1.6 HAUL ROUTES

A. Consult with OWNER and governing authorities, establish public thoroughfares which will be used as haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to expedite traffic flow, to minimize interference with normal public traffic.

1.7 EMERGENCY ACCESS

A. In order to provide protection to the workers and residents, the DBF shall maintain emergency access to all adjacent properties at all times during construction. If a road is required to be closed to vehicular traffic and the distance of the closure exceeds 150 feet between stabilized surfaces or prevents access to properties for a distance that exceeds 150 feet, the DBF shall provide a 10-foot-wide stabilized access way on one side of the trench capable of supporting a Fire Truck. DBF shall also provide stabilized access ways across the trench or unstabilized area a

minimum of 6 feet in width at a spacing not to exceed 100 feet capable of supporting foot traffic. These access ways shall be protected and delineated with lighted barricades, or other such devices as approved by the regulatory agency. Both ends of the emergency access way shall be blocked in accordance with the MOT permit approved by the applicable permitting agency (i.e. City of Fort Lauderdale) with signage indicating that this access way is to be used by emergency vehicles only.

B. No trenches or holes shall be left open after working hours. In the event a trench must be left open after hours, it shall be done so only with the express written permission from the Engineer and CITY, and it shall be the DBF’s responsibility to provide proper protection of the open trench or hole as required by the regulatory agency. In addition, the DBF shall provide a security guard at the site whenever the DBF’s personnel are not present, 24 hours per day/ 7 days per week. It shall be the Security Guard’s responsibility to protect the open trench or hole from trespassers and to direct emergency personnel on site. The Security Guard shall not have any other responsibilities such as operation pumps or equipment but shall be dedicated to protecting the trench or open hole. The Security Guard shall be equipped with a wireless telephone capable of calling 911 to report an emergency and shall keep that telephone on their person at all times. In addition to this provision the DBF shall maintain trench safety and comply with current OSHA regulations and the Trench Safety Act. The DBF shall maintain and keep all safety barricades, signage, flashers, and detours, in operation condition. A copy of the approved MOT plans, and details, shall be on site at all times.

C. Measurement and payment for security guard services shall be included in the utility pipe installation unit price. Measurement for temporary emergency access ways will be paid for under the specified line item at the unit price described in the Bid Schedule.

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PART 1 GENERAL

1.01 REQUIREMENTS

A. Material and equipment incorporated into the work:
   1. Conform to applicable specifications and standards.
   2. Comply with size, make, type and quality specified, or as specifically approved in writing by the OWNER's Representative.
   3. Manufactured and fabricated products:
      a. Design, fabricate and assemble in accord with the best engineering and shop practices.
      b. Manufacture like parts of duplicate units to standard sizes and gauges to be interchangeable.
      c. Two or more items of the same kind shall be identical, by the same manufacturer.
      d. Products shall be suitable for service conditions.
      e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
   4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 RELATED DOCUMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

1.03 MANUFACTURER'S INSTRUCTIONS

A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation prior to installation, including two copies to OWNER's Representative. Maintain one set of complete instructions at the job site during installation and until completion.
B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
   1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with OWNER's Representative for further instructions.
   2. Do not proceed with work without clear instructions.
C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 DELIVERY

A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site. Products shall be delivered to the job site on an "as needed" basis.
   1. Pipe and materials shall not be strung out along installation routes for longer than two (2) weeks prior to installation.
B. Provide equipment and personnel to handle products by methods which prevent

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soiling or damage to products or packaging.

C. Coordinate deliveries to avoid conflict with Work and conditions at site such as:
   1. Work of other contractors, or OWNER
   2. Limitations of storage space.
   3. Availability of equipment and personnel for handling products.
   4. OWNER's use of premises.

D. Deliver products in undamaged condition in original containers or packaging, with identifying labels intact and legible.

E. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts and to facilitate assembly.

F. Immediately on delivery, inspect shipment to assure:
   1. Product complies with requirements of Contract Documents and approved submittals.
   2. Quantities are correct.
   3. Containers and packages are intact, labels are legible.
   4. Products are properly protected and undamaged.

G. Provide equipment and personnel necessary to handle products, including those products provided by OWNER, by methods which prevent soiling or damage to products or packaging.

H. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.

I. Handle products by methods to prevent bending or overstressing.

J. Lift heavy components only at designated lifting points.

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A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
   1. Store products subject to damage by the elements in weather-tight enclosures.
   2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
   3. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.

B. Exterior Storage
   1. Provide substantial platforms, blocking or skids to support fabricating products above ground, prevent soiling or staining.
      a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
   2. Store loose granular materials on solid surface such as paved areas or provide plywood or sheet materials to prevent mixing with foreign matter.
   3. Provide surface drainage to prevent flow or ponding of rainwater.
   4. Prevent mixing of refuse or chemically injurious materials or liquids.

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A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
   1. State of storage facilities is adequate to provide required conditions.
   2. Required environmental conditions are maintained on continuing basis.
   3. Surfaces of products exposed to elements are not adversely affected.
      a. Any weathering of products, coatings and finishes is not acceptable under requirements of Contract Documents.

B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on the exterior of packaging.

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A. Provide protection of installed products to prevent damage from subsequent operations. Remove when no longer needed, prior to completion of work.

B. Control traffic to prevent damage to equipment and surfaces.

C. Provide coverings to protect finished surfaces from damage.
   1. Cover projections, wall corners, and jambs, sills and soffits of openings, in areas used for traffic and for passage of products in subsequent work.
   2. Protect finished floors and stairs from dirt and damage.
      a. In areas subject to foot traffic, secure heavy paper, sheet goods, or other materials in place.
      b. For movement of heavy products, lay planking or similar materials in place.
      c. Cover wall and floor surfaces in the vicinity of construction personnel activities and all finished surfaces used by construction personnel.

D. Waterproofed surfaces
   1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
   2. When some activity must take place in order to carry out the Contract, obtain recommendations of installer for protection of surface.
      a. Install recommended protection; remove on completion of that activity.
      b. Restrict use of adjacent unprotected areas.

E. Lawns and landscaping
   1. Prohibit traffic of any kind across planted lawn and landscaped areas.

F. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

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A. Products List
   1. Within 15 days after Contract Date submit to CITY a complete list of major products proposed to be used, with the name of the manufacturer and the installing Subcontractor.

B. DBF Options
   1. For products specified only by reference standard, select any product

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meeting that standard.

2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named or approved equal, which complies with the Specifications.
3. For products specified by naming one or more products or manufacturers and "or approved equal," DBF must submit a request as for substitutions for any product or manufacturer not specifically named.

C. Substitutions
1. For a period of 15 days after Contract Date, CITY will consider written request from DBF for substitution of products.
2. Identify product by specification Section and Article Numbers. Provide manufacturer's name and address, trade name of product, and model of catalog number. List fabricators and suppliers as appropriate.
3. List similar projects using product, dates of installation, and name of OWNER.
4. List availability of maintenance services and replacement materials.
5. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:
   a. Comparison of the qualities and performance of the proposed substitution with that specified.
   b. Changes required in other elements of the work because of the substitution.
   c. Effect on the construction schedule.
   d. Cost data comparing the proposed substitution with the product specified.
   e. Any required license fees or royalties.
   f. Availability of maintenance services, and source of replacement materials.
6. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the DBF.
7. The CITY will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the CITY's decision shall be final.
8. The CITY may require the DBF to furnish at the DBF's expense additional data about the proposed substitute.
9. The OWNER may require the DBF to furnish at the DBF's expense a special performance guarantee or other surety with respect to any substitute.
10. Acceptance by the CITY of a substitute item proposed by the DBF shall not relieve the DBF of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
11. The DBF shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the DBF work, the work of its Subcontractors and of other Contractors, and shall effect such changes without cost to the OWNER.

D. DBF’s Representation
1. A request for a substitution constitutes a representation that DBF:
   a. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

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b. Will provide the same guarantees or bonds for the substitution as for the product specified.
c. Will coordinate the installation of an accepted substitution into the work and make such other changes as may be required to make the work complete in all respects.
d. Waives all claims for additional costs, under DBF'S responsibility, which may subsequently become apparent.

E. Submittal Procedures
1. Submit three (3) copies of request for substitution.
2. CITY will review requests for substitutions with reasonable promptness, and notify DBF, in writing, of the decision to accept or reject the requested substitution

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PART 1 GENERAL

1.1 REQUIREMENTS

A. Comply with requirements stated in Conditions of the Contract and in specifications for administrative procedures in closing out the work.

1.2 RELATED REQUIREMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

1.3 SUBSTANTIAL COMPLETION

A. When DBF considers the work is substantially complete, DBF shall submit to OWNER's Representative:
   1. A written notice that the work, or designated portion thereof is substantially complete.
   2. A list of items to be completed or corrected.
B. Within a reasonable time after receipt of such notice, OWNER's Representative will make an inspection to determine the status of completion.
C. Should OWNER's Representative determine that the work is not substantially complete:
   1. OWNER's Representative will promptly notify the DBF in writing, giving the reasons, therefore.
   2. DBF shall remedy the deficiencies in the work and send a second written notice of substantial completion to the OWNER's Representative.
   3. OWNER's Representative will re-inspect the work.
D. When OWNER's Representative and ENGINEER concur that the work is substantially complete, OWNER's Representative will:
   1. Prepare a Certificate of Substantial Completion accompanied by DBF's list of items to be completed or corrected, as verified and amended by the OWNER's Representative.
   2. Submit the Certificate to the OWNER and the DBF for their written acceptance of the responsibilities assigned to them in the Certificate.

1.4 FINAL INSPECTION

A. When DBF considers the work is complete, DBF shall submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Equipment and systems have been tested in the presence of the OWNER's Representative and are operational.
   5. Work is completed and ready for final inspection.
B. OWNER's Representative and ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
C. Should OWNER's Representative and ENGINEER consider that the work is incomplete and defective:

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1. OWNER's Representative will promptly notify the DBF, in writing, listing the incomplete or defective work.
2. DBF shall take immediate steps to remedy the stated deficiencies and send a second written certification to OWNER's Representative that the work is complete.
3. OWNER's Representative and ENGINEER will re-inspect the work.

D. When the OWNER's Representative finds that the work is acceptable under the Contract Documents, OWNER's Representative shall request the DBF to make closeout submittals.

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A. Should OWNER's Representative perform re-inspections due to failure of the work to comply with the claims of status of completion made by the DBF:
   1. OWNER will compensate OWNER's Representative and ENGINEER for such additional services.
   2. OWNER will deduct the amount of such compensation from the final payment to the DBF.

D'S CLOSEOUT SUBMITTALS TO OWNER'S R

A. Evidence of compliance with requirements of governing authorities.
   1. Certificate of Occupancy (as applicable).
   2. Certificates of Inspection (as applicable).
      a. Mechanical.
      b. Electrical.
      c. City of Fort Lauderdale Public Works.
      d. Other, as may be required.

B. Project Record Documents.
      a. As-builts
      b. Approved Shop Drawings
      c. O&M Manuals
      d. Warranties
      e. Construction Photos
      f. Permits

C. Guarantees and Bonds.

D. Evidence of Payment and Release of Liens: To requirements of General and Supplementary General Conditions.

E. Certificate of Insurance for Products and Completed Operations.

F. Permit closeouts and certifications.

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A. Submit a final statement of accounting to OWNER's Representative.

B. Statement shall reflect all adjustments to the Contract Sum.
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous change orders.

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b. Allowances.
c. Unit Prices.
d. Deductions for uncorrected work.
e. Penalties and Bonuses.
f. Deductions for liquidated damages.
g. Deductions for re-inspection payments.
h. Other adjustments.

3. Total Contract Sum, as required.
4. Previous payments.
5. Sum remaining due.

C. OWNER's Representative will prepare a final Change Order, reflecting approved adjustments to the Contract Sum, which were not previously made by Change Orders.

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A. DBF shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

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PART 1 GENERAL

1.1 SUMMARY

A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by the General Conditions.

1.2 RELATED REQUIREMENTS

A. All applicable sections of the Specifications.
B. Conditions of the Contract.

1.3 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.1 MATERIALS

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 cleaning material manufacturer.

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

A. Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulation of waste material, rubbish and windblown debris, resulting from Construction Work.
B. Provide on-site 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 disposal areas away from the site.
D. The OWNER's Representative reserves the right to direct the DBF to remove waste materials, after which waste shall be removed within 24 hours.
E. Mechanical Sweeping: DBF shall maintain on site a mechanical sweeping device for removing debris from existing, temporary and permanent pavement.

3.2 DUST CONTROL

A. Perform operations so that dust and other contaminants resulting from Construction Work operations will not cause any damages or maintenance problems to adjacent properties.
B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly coated surfaces.

3.3 FINAL CLEANING

A. Employ skilled laborers for final cleaning.
B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
C. Polish glossy surfaces to a clear shine.

D. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
E. Prior to final completion, or OWNER occupancy, DBF shall conduct an inspection of sight- exposed interior and exterior surfaces, and all work areas, to verify the entire work is clean.
F. All storage and staging areas shall be cleaned and returned to prior conditions or better as per requirements of this section.

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A. There shall be no special measurement or payment for the work under this section; it shall be included in the price of all other work.

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A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

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A. Provide all labor, materials, necessary equipment and services to complete the sub- surface investigation work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".
B. The sub-surface investigation for conditions of the project site is the sole responsibility of the DBF. In preparing the Bid, the DBF shall make all sub-surface or surface investigations necessary to provide proper background and knowledge to determine the nature and extent of work required.
C. OWNER or OWNER's Representative provides limited sub-surface information, and makes no warranties or guarantees concerning the nature of materials to be encountered on the site.

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A. Section 02110 - Clearing.
B. Section 02200 – Earthwork.
C. All applicable sections under Divisions 1, 2, 3, and 4.

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PART 1 - GENERAL

1.01 REFERENCE MATERIALS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the site demolition work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.03 RELATED WORK

A. Section 02200 - Earthwork.
B. All applicable Sections under Divisions 1, 2, and 3.

1.04 QUALITY ASSURANCE

A. DBF Qualifications: Minimum of five years of experience in demolition of comparable nature.
B. Requirements of All Applicable Regulatory Agencies:
   1. All applicable Building Codes and other Public Agencies having jurisdiction upon the work.

1.05 SUBMITTALS

A. Permits and notices authorizing building demolition.
B. Certificates of severance of utility services.
C. Permit for transport and disposal of debris.
D. Demolition procedures and operational sequence for review and acceptance by CITY.

PART 2 - PRODUCTS

A. Existing Conditions
   1. The demolition work shall be done as indicated on the construction plans.
   2. Remove all demolition debris from the site the same day the work is performed. Leave no deposits of demolished material on site overnight.
   3. Structural demolition, excavation, backfill and compaction as indicated in drawings.
B. Protection:
   1. Erect barriers, fences, guardrails, enclosures, and shoring to protect personnel, structures, and utilities remaining intact.
   2. Protect designated trees and plants from damages.
   3. Use all means necessary to protect existing objects and vegetation designated to remain, and, in the event of damage, immediately make all repairs, replacements and dressings to damaged plants necessary, to the approval of the CITY at no additional cost to the OWNER.
C. Maintaining Traffic:
   1. Ensure minimum interference with roads, streets, driveways, sidewalks, and

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adjacent facilities.

2. Do not close or obstruct streets and sidewalks without written approval from the CITY.
3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

D. Dust Control

1. Use all means necessary for preventing dust from demolition operations from being a nuisance to adjacent property owners. Methods used for dust control are subject to approval by the CITY prior to use.

E. Burning

1. On-site burning will not be permitted.

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A. Scope of work shall comprise the following: Provide all labor, materials, necessary equipment and services to complete the demolition and clearing work, as indicated on the contract plans, and as specified herein.
B. The DBF shall provide references to the OWNER to demonstrate that they are well versed in demolition of a comparable nature. Current occupational licenses held by DBF shall be submitted to OWNER.
C. The DBF shall be responsible for adherence to all applicable codes of all regulatory agencies having jurisdiction upon the works.

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A. A meeting shall be held with the OWNER or OWNER's representative at the jobsite to describe intended demolition and cleaning procedures and schedules. This shall include identifying access routes for bringing necessary equipment in, removing debris from site, and designation of any trees, drives or other items to remain.

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A. The DBF shall become thoroughly familiar with the site, and of existing utilities and their connections, and note all conditions, which may influence the work.
B. By submitting a bid, the DBF affirms that DBF has carefully examined the site and all conditions affecting work. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.
C. The OWNER shall be responsible for removal of all hazardous materials such as asbestos, chemicals, etc., from the site prior to DBF mobilizing on site. The OWNER shall be notified immediately should the DBF discover any further hazardous materials during demolition.

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A. DBF shall verify that structures to be demolished are discontinued in use and ready for removal.

B. DBF shall not commence work until all conditions and requirements of all applicable public agencies are complied with.

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A. Arrange for and verify termination of utility services to include removing meters and capping lines.
B. Notification:
   1. Notify the OWNER at least three full working days prior to commencing the work of this Section.
C. The drawings do not purport to show all objects existing on the site; at the pre-demolition meeting before commencement of the work, verify with the OWNER all objects to be removed and all objects to be preserved.

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A. The drawings do not purport to show all objects existing on the site.
B. Before commencing the work of this Section, verify with the OWNER all objects to be removed and all objects to be preserved.

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A. Schedule all work in a careful manner with all necessary consideration for the public and the OWNER.
B. Avoid interference with the use of, and passage to and from, adjacent facilities.

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A. Before starting site operations, disconnect or arrange for the disconnection of all affected utility service.
   1. Arrange and pay for disconnecting, removing, capping, and plugging utility services. Disconnect and stub off. Notify affected utility company in advance and obtain approval before starting this work.
   2. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
   3. Place markers to indicate location of disconnected services.
   4. On-site drainage structures and drain fields shall be removed in their entirety by methods approved by the OWNER's representative.

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A. Utility Services: Maintain existing offsite utilities, keep in service, and protect against damage during demolition operations.
B. Prevent movement or settlement of adjacent structures. Provide and place bracing or shoring and be responsible for safety and support of structures. Assume liability for such movement, settlement, damage, or injury.
C. Cease operations and notify OWNER immediately if safety of adjacent structures appears to be endangered. Take precautions to properly support structures. Do not resume operations until safety is restored.
D. Prevent movement, settlement, damage, or collapse of adjacent services,

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sidewalks, driveways and trees. Assume liability for such movement, settlement, or collapse. Promptly repair damage at no cost to the OWNER.

E. Ensure safe passage of persons around areas of demolition.

PART 3 - EXECUTION

3.1 PROTECTION

A. Do not interfere with use of adjacent buildings and facilities. Maintain free and safe passage to and from. Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed travel ways if required by governing authorities.

3.2 POLLUTION CONTROL

A. Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

B. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations as directed by the OWNER or their representative or governing authorities. Return adjacent areas to condition existing prior to start of work.

3.3 DEMOLITION

A. Pull out any existing utility lines designated for abandonment, irrigation, electrical lines, pull boxes and splice boxes, Maintenance Access Structure (MAS) and catch basins to be removed and all other objects designated to be removed or interfering with the work. Contact the utility company or agency involved for their requirements for performing this work. All removed equipment and materials shall be removed from the work area the same day as removed.

B. Remove all debris from the site and leave the site in a neat, orderly condition to the full acceptance of the OWNER. No debris shall be left on the site overnight.

C. Clear and Grub and dispose of all hedges, shrubs and other organic matter not otherwise addressed on tree removal and relocation plans and specifications.

3.4 DEMOLITION OF SITE STRUCTURE ITEMS

A. Demolish all site structure items designated to be removed or which are required to be removed to perform the work. This item does not include buildings.

3.5 REMOVAL AND DISPOSAL OF DEMOLITION MATERIAL

A. Material resulting from demolition and not scheduled for salvaging shall become the property of the DBF and shall be removed from site and legally disposed of off-site. Disposal shall be timely, performed as promptly as possible and not left until the final cleanup. Material shall not be left on the job site for more than 60 days.

B. Remove from site contaminated, vermin infested, or dangerous materials encountered and disposed of by safe means so as not to endanger health of

workers and public.

C. Burning of removed materials from demolished structures will not be permitted on-site.

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A. Leave the site in a neat, orderly condition to the full acceptance of the OWNER.

B. Dirt remaining after demolition shall be graded level and compacted, in preparation for filling operations to follow demolition. Trenches shall be filled in layers of 12-inch maximum thickness and compacted in accordance with the technical specifications applicable to backfilling of trenches.

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PART 1 - GENERAL

1.01 **SCOPE OF WORK**

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 **DESCRIPTION OF WORK**

A. Provide all labor, materials, necessary equipment and services to complete the clearing work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

B. Under this section, the DBF shall do all clearing, grubbing, root-raking, and necessary clean-up operations in connection with the construction of the work and its related site work.

C. The work shall consist of the removal and disposal of plants, shrubs, hedges, stumps, roots, limbs, brush, fences, asphalt, etc. from all project areas as designated on the drawings and specified herein, and as directed by the CITY on the site.

D. The DBF shall remove all refuse, asphalt pavement, concrete pavement, glass, metal, stone, plaster, lumber, paper materials, and any and all trash found in clearing project area and in adjacent areas as directed by the CITY.

E. The DBF shall furnish all services, labor, transportation, materials, and equipment necessary for the performance of these operations. All clearing and cleanup operations shall be accomplished to the complete satisfaction of the CITY.

1.03 **RELATED WORK**

A. Section 02010 – Sub-surface Investigation.

Section 02200 - Earthwork.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 **PROTECTION OF TREES**

A. No trees shall be removed if located outside of the right-of-way and dedicated easement.

B. Within the rights-of-way and easements, no trees with a trunk diameter of 3 inch or greater at 4-1/2 inch above grade shall be removed without the approval of the CITY with the exception of Australian Pines, Meleleuca or Florida Holly. Trees shall be evaluated on an individual basis in accordance with following:

1. Type and size of tree.
2. Proximity to proposed and/or existing utility lines and/or exfiltration trench.
3. Change in adjacent grades for swale excavation.
4. Proximity to proposed sidewalk.
5. Proximity to proposed edge of roadway.
6. Living condition of the tree.

C. If trees are determined to remain, Biobarrier shall be installed in accordance with the Biobarrier detail as shown on the Landscape Plans.

SECTION 02110
CLEARING

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PART 1 GENERAL

1.1 SUMMARY

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.2 SCOPE OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the dewatering work, as indicated in the Contract Documents or listed in permit requirements, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.3 RELATED WORK

A. Section 02200 - Earthwork.
B. Section 02221 - Excavation and Backfilling for Utilities.
C. Section 02601 - Subterranean Structures.
D. Section 02610 - Piping, General Section.

PART 2 PRODUCTS

2.1 MATERIALS

A. Dewatering, where required, may include the use of temporary reservoirs and diking, well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment must be maintained on the job site and operate within any local noise ordinance limits. All safety requirements, fencing, etc. shall be installed and maintained by the DBF.

PART 3 EXECUTION

3.1 PREPARATION

A. The DBF shall provide all equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent laborers for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
B. Dewatering for structures and pipelines shall commence when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.
C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.
D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
E. If foundation soils are disturbed or loosened by the upward seepage of water or an

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uncontrolled flow of water, the affected areas shall be excavated and replaced with pea rock at no additional cost to the CITY.

F. The DBF shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

G. The DBF shall prevent flotation by maintaining positive and continuous removal of water. The DBF shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.

H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sand-packed and/or other means used to prevent pumping of fine sands or silts from the sub-surface. A continual check by the DBF shall be maintained to ensure that the sub-surface soil is not being removed by the dewatering operation.

I. The DBF shall dispose of water from the WORK in a suitable manner without damage to adjacent property. DBF shall be responsible for obtaining any permits that may be necessary to dispose of water. No water shall be drained into work built or under construction without prior consent of the CITY. Water shall be filtered using a silt box or another approved method to remove sand and fine-sized soil particles before disposal into any drainage system. The dewatering disposal points shall be approved by the CITY prior to being used. Storm drains facilities used by the DBF for dewatering shall be cleaned by a jet vac, or other method approved by the CITY after dewatering is complete.

J. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.

K. Dewatering of trenches and other excavations shall be considered, as incidental to the construction of the WORK and all costs thereof shall be included in the various contract prices in the Bid Forms, no separate bid item has been established for dewatering.

L. The DBF shall submit a dewatering plan to the CITY for review. The DBF is advised that the Broward County Environmental Protection and Growth Management Department (BCEPD) and/or SFWMD permits are to be obtained and will require that the DBF follow certain dewatering constraints. The dewatering plan shall be prepared by a State of Florida licensed Professional Engineer or Registered Professional Geologist and shall meet dewatering permit requirements. SPECIAL INSTRUCTIONS are noted on approved dewatering permit.

M. The DBF is advised that the BCEPD may have identified contaminated sites within 1/4- mile radius of the project site. The DBF will be required to provide testing and monitoring of the dewatering operations, and to institute dewatering methods and controls, as required by BCEPD, as noted in permit documents.

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A. It shall be the sole responsibility of the DBF to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.

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B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the DBF.

C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement, which may develop. The responsibility for conducting the dewatering operation in a manner, which will protect adjacent structures and facilities, rests solely with the DBF. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the DBF.

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A. Prior to commencement of excavation, the DBF shall submit a detailed plan and operation schedule for dewatering of excavations. The DBF may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times. The DBF's dewatering plan is subject to review by the CITY and regulatory agencies.

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A. See permit documents.

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PART 1 GENERAL

1.1 SUMMARY

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.2 SCOPE OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the Earthwork, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

B. Including but not necessarily limited to the following:

1. Excavation, including demucking.
2. Backfilling,
3. Filling.
4. Grading, general site and building pads.
5. Compaction.

C. There shall be no classification of excavation for measurement of payment regardless of materials encountered.

D. The work of this Section includes all earthwork required for construction of the WORK. Such earthwork shall include, but not be limited to, the loosening, removing, loading, transporting, depositing, and compacting in its final location of all materials wet and dry, as required for the purposes of completing the work specified in the Contract Documents, which shall include, but not be limited to, the furnishing, placing, and removing of sheeting and bracing necessary to safely support the sides of all excavation; all pumping, ditching, draining, and other required measures for the removal or exclusion of water from the excavation; the supporting of structures above and below the ground; all backfilling around structures and all backfilling of trenches and pits; the disposal of excess excavated materials; borrow of materials to makeup deficiencies for fills; and all other incidental earthwork, all in accordance with the requirement of the Contract Documents.

1.3 RELATED WORK

A. All applicable sections of Division 1, 2, 3, and 4.

1.4 REFERENCES

A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".

B. Commercial Standards:

ASTM D 1556	Method for Particle-Size Analysis of Soils
ASTM D 698	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49-kg) Rammer and 12-in (304.8-mm) Drop.
ASTM D 1556	Test Method for Density of Soil in Place by the Sand Cone Method.
ASTM D 1557	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54-kg) Rammer and 18-in (457-mm) Drop
ASTM D 1633	Test Method for Compressive Strength of Molded Soil-Cement Cylinders
ASTM D 2419	Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
ASTM D 2487	Classification of Soils for Engineering Purposes.
ASTM D 2901	Test Method for Cement Content of Freshly-Mixed Soil-Cement.
ASTM D 2922	Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
ASTM D 4253	Test Methods for Maximum Index Density of Soils Using a Vibratory Table.
ASTM D 4254	Test Methods for Minimum Index Density of Soils and Calculation of Relative Density.

[illegible]

A. There are no representations of any type made as to sub-surface conditions.

[illegible]

A. DBF shall visit the site and acquaint with all existing conditions. DBF shall investigate the site and sub-surface conditions with no cost to the OWNER if DBF chooses to. Such sub- surface investigations shall be performed only under time schedules and arrangements approved in advance by the OWNER's Representative.

[illegible]

A. The existing grades shown on the drawings are approximate only and no representation is made as to their accuracy or consistency. The DBF shall verify all existing grades to the extent necessary to insure completion of the job to the proposed grades indicated on the drawings.

[illegible]

A. Unsuitable material encountered during the course of construction shall be removed from the construction site at the expense of the DBF. Unsuitable material shall not be stockpiled on-site. All suitable material shall be stockpiled on-site at areas designated by the CITY.

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A. DBF shall employ a registered Professional Surveyor and Mapper per Florida Statute 472.001-472.037 to lay out lines and grades as indicated. The surveyor

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shall establish benchmarks. Benchmarks shall be permanent and easily accessible and maintained and replaced if disturbed or destroyed. All benchmarks shall be NAVD 88.

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A. Before starting site operations, disconnect or arrange for the disconnection of all utility services designated to be removed.
B. Locate all existing active utility lines traversing the site and determine the requirements for their protection. Preserve in operating condition all active utilities adjacent to or traversing the site which are designated to remain.
C. Observe rules and regulations governing respective utilities when working under requirements of this section. Adequately protect utilities from damage, remove or replace as indicated, specified or required. Remove, plug or cap inactive or abandoned utilities encountered in excavation. Record the location of all utilities.

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A. The DBF shall re-adjust all work performed that does not meet technical or design requirements but make no deviations from the Contract Documents without specific and written acceptance of the CITY.
B. Where soil material is required to be compacted to a percentage of maximum density, the maximum density at optimum moisture content will be determined in accordance with ASTM D 1557. Where cohesionless, free draining soil material is required to be compacted to a percentage of relative density, the calculation of relative density will be determined in accordance with ASTM D 4253 and D 4254. Field density in-place tests will be performed in accordance with ASTM D 1556, ASTM D 2922, or by such other means acceptable to the CITY.
C. In case the tests of the fill or backfill show non-compliance with the required density, the DBF shall accomplish such remedy as may be required to insure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the OWNER and shall be at the DBF's expense.
D. Particle size analysis of soils and aggregates will be performed using ASTM D 422.
E. Determination of sand equivalent value will be performed using ASTM D 2419.
F. Unified Soil Classification System: References in these specifications to soil classification types and standards are set forth in ASTM D 2487. The DBF shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications.
G. Requirements of all applicable building codes and other public agencies having jurisdiction upon the work.

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A. General: Fill, backfill, and embankment materials shall be suitable selected or processed clean, fine earth, rock, or sand, free from grass, roots, brush, or other vegetation.
B. Fill and backfill materials to be placed within 6 inches of any structure or pipe shall

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be free of rocks or unbroken masses of earth materials having a maximum dimension larger than 3 inches.

C. Suitable Materials: Soils not classified as unsuitable as defined in the Paragraph entitled, "Unsuitable Material" herein, are defined as suitable materials and may be used in fills, backfilling, and embankment construction subject to the specified limitations. In addition, when acceptable to the CITY, some of the material listed as unsuitable may be used when thoroughly mixed with suitable material to form a stable composite.

D. Suitable materials may be obtained from on-site excavations, may be processed on-site materials, or may be imported. If imported materials are required to meet the requirements of this Section or to meet the quantity requirements of the project the DBF shall provide the imported materials at no additional expense to the OWNER, unless a unit price item is included for imported materials in the bidding schedule.

E. The following types of suitable materials are designated and defined as follows:

1. Type A (one inch minus granular backfill): Crushed rock, gravel, or sand with 100 percent passing a 1-inch sieve and a sand equivalent value not less than 50.
2. Type B (one half inch minus granular backfill): Crushed rock, gravel, or sand with 100 percent passing a 1/2-inch sieve and a sand equivalent value not less than 50.
3. Type C (sand backfill): Sand with 100 percent passing a 3/8-inch sieve, at least 90 percent passing a number 4 sieve, and a sand equivalent value not less than 30.
4. Type D (coarse rock backfill): Crushed rock or gravel with 100 percent passing a 1-inch sieve and not more than 10 percent passing a Number 4 sieve.
5. Type E (pea gravel backfill): Crushed rock or gravel with 100 percent passing a 1/2-inch sieve and not more than 10 percent passing a Number 4 sieve.
6. Type F (coarse drainrock): Crushed rock or gravel meeting the following gradation requirements:

Sieve Size	Percentage Passing
2-inch	100
1-1/2-inch	90-100
1-inch	20-55
3/4-inch	0-15
No. 200	0-3

7. Type G (aggregate base): Crushed rock aggregate base material of such nature that it can be compacted readily by watering and rolling to form a firm, stable base for pavements. At the option of the DBF, the grading for either the 1-1/2-inch maximum size or 3/4-inch maximum size shall be used. The sand equivalent value shall be not less than 22, and the material shall meet the following gradation requirements.

	Percent Passing	
Sieve Size	1-1/2-inch Max.	3/4-inch Max.
2-inch	100	-
1-1/2-inch	90-100	-
1-inch	-	100
3/4-inch	50-85	90-100
No. 4	25-45	35-55
No. 30	10-25	10-30
No. 200	2-9	2-9

8. Type H (graded drainrock): Drainrock shall be crushed rock or gravel, durable and free from slaking or decomposition under the action of alternate wetting or drying. The material shall be uniformly graded and shall meet the following gradation requirements.

Sieve Size	Percentage Passing
2-inch	100
3/4-inch	90-100
3/8-inch	10-100
No. 4	25-40
No. 8	18-33
No. 30	5-15
No. 50	0-7
No. 200	0-3

The drainrock shall have a sand equivalent value not less than 75. The finish-graded surface of the drainrock immediately beneath hydraulic structures shall be stabilized to provide a firm, smooth surface upon which to construct reinforced concrete floor slabs. The DBF shall use, at its option, one of the asphalt types listed below:

	Type 1	Type 2	Type 3
Designation	SC-70	SC-250RS-1	
Spray Temperature (□F)	135-175	165-200	70-120
Coverage (gal/sq yd)	0.50	0.50	0.50

9. Type I: Any other suitable material as defined herein.
10. Type J (cement-treated backfill): Material which consists of Type H material, or any mixture of Types B, C, G and H materials which has been cement-treated so that the cement content of the material is not less than 5 percent by weight when tested in accordance with ASTM D 2901. The ultimate compressive strength at 28 days shall be not less than 400 psi when tested in accordance with ASTM D 1633.
11. Type K (topsoil): Stockpiled topsoil materials, which have been obtained at the site by removing soil to a depth not exceeding 2 feet. Removal of the topsoil shall be done after the area has been stripped of vegetation and debris as specified.

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12. Type L (Class I crushed stone): Manufactured angular, granular crushed stone, rock, or slag, with 100 percent passing a 1-inch sieve and less than 5 percent passing a Number 4 sieve.
13. Type M (aggregate subbase): Crushed rock aggregate subbase material that can be compacted readily by watering and rolling to form a firm stable base. The sand equivalent value shall be not less than 18 and shall meet the following gradation requirements.

Sieve Size	Percentage Passing
3-inch	100
2-1/2-inch	87-100
No. 4	35-95
No. 200	0-29

14. Type N (trench plug): Low permeable fill material, a non-dispersible clay material having a minimum plasticity index of 10.

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A. Unsuitable soils for fill material shall include soils which, when classified under ASTM D 2487, fall in the classifications of PT, OH, CH, MH or OL.
B. In addition, any soil, which cannot be compacted sufficiently to achieve the percentage of maximum density specified for the intended use, shall be classed as unsuitable material.

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A. The DBF shall use the types of materials as designated herein for all required fill, backfill, and embankment construction hereunder.
B. Where these Specifications conflict with the requirements of any local agency having jurisdiction, or with the requirements of a material manufacture, the CITY shall be immediately notified. In case of conflict therewith, the DBF shall use the most stringent requirement, as determined by the CITY.
C. Fill and backfill types shall be used in accordance with the following provisions:
    1. Embankment fills shall be constructed of Type I material, as defined herein, or any mixture of Type I and Type A through Type H materials.
    2. Pipe zone backfill, as defined under "Pipe and Utility Trench Backfill" herein, shall consist of the following materials for each pipe material listed below. Where pipelines are installed on grades exceeding 4 percent, and where backfill materials are graded such that there is less than 10 percent passing a Number 4 sieve, trench plugs of Type J or N material shall be provided at maximum intervals of 200 feet or as shown on the Drawings.
        a. Mortar coated pipe, concrete pipe, and uncoated ductile iron pipe shall be provided Type A, B, C, D, E, or L pipe zone backfill material.
        b. Coal tar enamel coated pipe, polyethylene encased pipe, tape wrapped pipe, and other non-mortar coated pipe shall be backfilled with Type C pipe zone backfill material.
        c. Plastic pipe and vitrified clay pipe shall be backfilled with Type L pipe

zone backfill material.

3. Trench zone backfill for pipelines as defined under "Pipe and Utility Trench Backfill" shall be Type I backfill material or any of Types A through H backfill materials or any mixture thereof, except that Type K material may be used for trench zone backfill in agricultural areas unless otherwise shown or specified.
4. Final backfill material for pipelines under paved area, as defined under "Pipe and Utility Trench Backfill" shall be Type G backfill material. Final backfill under areas not paved shall be the same material as that used for trench backfill, except that Type K material shall be used for final backfill in agricultural areas unless otherwise shown or specified.
5. Trench backfill, and final backfill for pipelines under structures shall be the same material as used in the pipe zone, except where concrete encasement is required by the Contract Documents.
6. Aggregate base materials under pavements shall be Type G material constructed to the thickness shown or specified. Where specified or shown, aggregate subbase shall be Type M Material.
7. Backfill around structures shall be Type I material, or Types A through Type H materials, or any mixture thereof.
8. Backfill materials beneath structures shall be as follows:
   a. Drainrock materials under hydraulic structures or other water retaining structure with underdrain systems shall be Type H material.
   b. Under concrete hydraulic structures or other water retaining structures without underdrain systems, Types G or H materials shall be used.
   c. Under structures where groundwater must be removed to allow placement of concrete, Type F material shall be used.
   d. Under all other structures, Type D, E, G, or H material shall be used.
9. Backfill used to replace pipeline trench over-excavation shall be a layer of Type F material with a 6-inch top filter layer of Type E material or filter fabric to prevent migration of fines for wet trench conditions or the same material as used for the pipe zone backfill if the trench conditions are not wet. Filter fabric shall be Mirafi 140 N, Mirafi 700X, or approved equal.
10. The top 6 inches of fill on reservoir roofs, embankment fills around hydraulic structures, and all other embankment fills shall consist of Type K material, topsoil.

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A. The maximum sizes of rock, which will be permitted in the completed fill areas, are as follows:

Depth Below Finish Grade	Maximum Allowable Diameter
Top 4 inches	1 inch
4 inches to 12inches	3-1/2-inches
12 inches to 2 feet	6 inches
2 feet to 4 feet	12 inches
4 feet to 8 feet	24 inches
Below 8 feet	36 inches

B. Embankments shall be constructed of material containing no muck, stumps, roots, brush, vegetable matter, rubbish or other material that will not compact into a suitable and enduring roadbed, and material designated as undesirable shall be removed from the site. Where embankments are constructed adjacent to bridge end bents or abutments, rock larger than 3-1/2 inches in diameter shall not be placed within three feet of the location of any abutment.

C. Fill material containing debris, sod, and biodegradable materials shall not be used as fill in construction areas.

D. Fill material required for the building pads and for pavement subgrade shall be granular fill, free of organic material.

E. Fill material required for pervious and sodded areas shall have a maximum organic component of 10%. DBF shall provide, at DBF'S cost, organic content test results for approval by the CITY.

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[illegible]

[illegible]

A. Protection: Use all means necessary to protect existing objects and vegetation. In the event of damage, immediately make all repairs, and replacements necessary to the acceptance of the OWNER's Representative at no cost to the OWNER.

[illegible]

A. Grades:
   1. Cut, backfill, fill and grade to proper grade levels indicated. The existing grades shown on the drawings are to be matched for finished grade over the site.

B. Filling:
   1. Fill material shall be placed in horizontal layers and spread to obtain a uniform thickness.
   2. After compaction, layers of fill are not to exceed twelve (12) inches for cohesive soils or eight (8) inches for non-cohesive soils.

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A. General: Except when specifically provided to the contrary, excavation shall include the removal of all materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work. The removal of said materials shall conform to the lines and grades shown or ordered. Unless otherwise provided, the entire construction site

shall be stripped of all vegetation and debris, and such material shall be removed from the site prior to performing any excavation or placing any fill. The DBF shall furnish, place, and maintain all supports and shoring that may be required for the sides of the excavations, and all pumping, ditching, or other measure for the removal or exclusion of water, including taking care of storm water, groundwater, and wastewater reaching the site of the work from any source so as to prevent damage to the work or adjoining property. Excavations shall be sloped or otherwise supported in a safe manner in accordance with applicable State safety requirements and the requirements of OSHA Safety and Health Standards for Construction (29CFR1926).

B. Excavation Beneath Structures and Embankments: Except where otherwise specified for a particular structure or ordered by the CITY, excavation shall be carried to the grade of the bottom of the footing or slab. Where shown or ordered, areas beneath structures or fills shall be over-excavated. The subgrade areas beneath embankments shall be excavated to remove not less than the top [6 inches] of native material and where such subgrade is sloped, the native material shall be benched. When such over excavation is shown, the DBF shall perform both over-excavation and subsequent backfill to the required grade. When such over-excavation is not shown but is ordered by the CITY, such over-excavation and any resulting backfill will be paid for under a separate unit price bid item if such bid item has been established; otherwise payment will be made in accordance with a negotiated price. After the required excavation or over-excavation has been completed, the exposed surface shall be scarified to a depth of 6 inches, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain density as specified in Paragraph 3.14.I.

C. Excavation Beneath Paved Areas: Excavation under areas to be paved shall extend to the bottom of the aggregate base or subbase, if such base is called for; otherwise it shall extend to the paving thickness. After the required excavation has been completed, the top 12 inches of exposed surface shall be scarified, brought to optimum moisture content, and rolled with heavy compaction equipment to obtain density as specified in Paragraph
3.14.I. The finished subgrade shall be even, self-draining, and in conformance with the slope of the finished pavement. Areas that could accumulate standing water shall be regraded to provide a self-draining subgrade.

D. Notification: The DBF shall notify the CITY at least 3 days in advance of completion of any structure excavation and shall allow the CITY a review period of at least one day before the exposed foundation is scarified and compacted or is covered with backfill or with any construction materials.

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A. General: Unless otherwise shown or ordered, excavation for pipelines and utilities shall be open-cut trenches. Trench widths shall be kept as narrow as is practical for the method of pipe zone densification selected by the DBF but shall have a minimum width at the bottom of the trench equal to the outside diameter of the pipe plus 24 inches for mechanical compaction methods and 18 inches for water consolidation methods.

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B. Trench Bottom: Except when pipe bedding is required, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim, using a string line for establishing grade, such that each pipe section when first laid will be continually in contact with the ground along the extreme bottom of the pipe. Rounding out the trench to form a cradle for the pipe will not be required. Excavations for pipe bells and welding shall be made as required.

C. Open Trench: The maximum amount of open trench permitted in any one location shall be 300 feet, or the length necessary to accommodate the amount of pipe installed in a single day, whichever is greater. All trenches shall be fully backfilled at the end of each day or, in lieu thereof, shall be covered by heavy steel plates adequately braced and capable of supporting vehicular traffic in those locations where it is impractical to backfill at the end of each day. The above requirements for backfilling or use of steel plate will be waived in cases where the trench is located further than 100 feet from any traveled roadway or occupied structure. In such cases, however, barricades and warning lights meeting OSHA requirements shall be provided and maintained.

D. Trench Over-Excavation: Where the Drawings indicate that trenches shall be over-excavated, they shall be excavated to the depth shown, and then backfilled to the grade of the bottom of the pipe.

E. Over-Excavation: When ordered by the CITY, whether indicated on the Drawings or not, trenches shall be over-excavated beyond the depth shown. Such over-excavation shall be to the depth ordered. The trench shall then be backfilled to the grade of the bottom of the pipe. All work specified in this Section shall be performed by the DBF when the over- excavation ordered by the CITY is less than 6 inches below the limits shown. When the over-excavation ordered by the CITY is 6 inches or greater below the limits shown, additional payment will be made to the DBF for that portion of the work which is located below said 6-inch distance. Said additional payment will be made under separate unit price bid items for over-excavation and bedding if such bid items have been established; otherwise payment will be made in accordance with a negotiated price.

F. Where pipelines are to be installed in embankment or structure fills, the fill shall be constructed to a level at least one foot above the top of the pipe before the trench is excavated.

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A. Any over-excavation carried below the grade ordered, specified, or shown, shall be backfilled to the required grade with the specified material and compaction. The DBF at its own expense shall perform such work.

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A. Where excavation occurs in lawn areas, the sod shall be carefully removed, kept damp, and stockpiled to preserve it for replacement. Excavated material may be placed on the lawn, provided that a drop cloth or other suitable method is employed to protect the lawn from damage. The lawn shall not remain covered for more than 72 hours. Immediately after completion of backfilling and testing of the pipeline, the

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sod shall be replaced and lightly rolled in a manner so as to restore the lawn as near as possible to its original condition. DBF shall provide new sod if stockpiled sod has not been replaced within 72 hours.

3.08 PROTECTION OF TREES

A. Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without express permission of the CITY. Trees shall be supported during excavation by any means previously reviewed and approved by the CITY.

3.09 ROCK EXCAVATION

A. Rock is defined as follows:
   1. Rock shall be classified as material having a blow count in excess of 30 blows per foot from a Standard Penetration Test (ASTM D-1586) and exceeding 1000 psi from an Unconfined Compression Strength Test (ASTM D-2938); and,
   2. General Excavation - Any material that cannot be excavated with a single-toothed ripper drawn by a crawler tractor having a minimum draw bar pull rated at not less than 71,000 lbs. (Caterpillar D9N or equivalent), and occupying an original volume of at least 2 cubic yards or more; and,
   3. Trench Excavation - Any material that cannot be excavated with a backhoe having a breakout force rated at not less than 44,000 lbs. (Caterpillar 235D or equivalent) and occupying an original volume of at least 2 cubic yards.

B. Rock excavation shall include removal and disposal of the following: (1) all boulders measuring 1/3 of a cubic yard or more in volume; (2) all rock material in ledges, bedding deposits, and unstratified masses which cannot be removed without systematic drilling and blasting; (3) concrete or masonry structures which have been abandoned; and (4) conglomerate deposits which are so firmly cemented that they possess the characteristics of rock as described in Paragraph 3.09(A).

C. Said rock excavation shall be performed by the DBF; provided, that should the quantity of rock excavation be affected by any change in the scope of the work, an appropriate adjustment of the contract price will be made under a separate bid item if such bid item has been established; otherwise, payment will be made in accordance with the negotiated price.

D. Explosives and Blasting: Blasting will not be permitted, except by express permission of the CITY on a case-by-case basis. The use of explosives will be subject to the approval and regulations of all agencies having jurisdiction. If blasting is utilized at the site of the WORK, the DBF shall take all precautions and provide all protective measures necessary to prevent damage to property and structures or injury to person. Prior to blasting, the DBF shall secure all permits required by law for blasting operations and shall provide any additional hazard insurance required by the OWNER. The DBF shall have a fully qualified and experienced blasting construction supervisor in charge of all blasting operations.

E. The DBF will be held responsible for all and shall make good any damage caused by blasting or resulting from its possession or use of explosives on the WORK.

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F. All operations involving the handling, storage, and use of explosives shall be conducted in accordance with the requirements of the OSHA Standards for Construction, and in accordance with all local laws and regulations.

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A. The DBF shall remove and dispose of all excess excavated material at a site selected by the DBF and reviewed by the CITY.

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A. The DBF shall remove and dispose of all unsuitable excavated material. This shall include muck, tree roots, rocks, garbage, debris, or any other material designated as unsuitable by Paragraph 2 of this Section. Disposal shall be at a site selected by the DBF that is designated as an approved disposal site for the unsuitable material.

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A. Backfill shall not be dropped directly upon any structure or pipe. Backfill shall not be placed around or upon any structure until the concrete has attained sufficient strength to withstand the loads imposed. Backfill around water retaining structures shall not be placed until the structures have been tested, and the structures shall be full of water while backfill is being placed.

B. Except for drain rock materials being placed in over-excavated areas or trenches, backfill shall be placed after all water is removed from the excavation.

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A. Backfill materials shall be placed and spread evenly in layers. When compaction is achieved using mechanical equipment the layers shall be evenly spread so that when compacted each layer shall not exceed 6 inches in thickness.

B. During spreading each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer. Pipe zone backfill materials shall be manually spread around the pipe so that when compacted the pipe zone backfill will provide uniform bearing and side support.

C. Where the backfill material moisture content is below the optimum moisture content water shall be added before or during spreading until the proper moisture content is achieved.

D. Where the backfill material moisture content is too high to permit the specified degree of compaction the material shall be dried until the moisture content is satisfactory.

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A. Compact each layer of fill in designated areas with approved equipment to achieve a maximum density at optimum moisture, AASHTO T 180 - latest edition.

1. Building Pads: compaction shall be to 98% of maximum density, unless otherwise shown on the drawings or specifications. Building pads shall be within plus or minus one-tenth (0.1) of a foot of the elevations shown on the plans.
2. Refer to Sections 02513 Asphaltic Concrete Paving - General for compaction

requirements in the affected areas.

3. Under landscaped area, compaction shall be to density as specified in Paragraph 3.14.I., unless otherwise shown on the Drawings.

B. No backfill shall be placed against any masonry or other exposed building surface until permission has been given by the OWNER's Representative, and in no case until the masonry has been in place seven days.

C. Heavy construction equipment will not be permitted within ten (10) feet of any masonry or other exposed building surface.

D. Compaction in limited areas shall be obtained by the use of mechanical tampers or approved hand tampers. When hand tampers are used, the materials shall be deposited in layers not more than four inches thick. The hand tampers used shall be suitable for this purpose and shall have a face area of not more than 100 square inches. Special precautions shall be taken to prevent any wedging action against masonry, or other exposed building surfaces/

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A. Each layer of Types, A, B, C, G, H, I, and K backfill materials as defined herein, where the material is graded such that at least 10 percent passes a No. 4 sieve, shall be mechanically compacted to the specified percentage of maximum density. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content.

B. Each layer of Type D, E, F, and J backfill materials shall be compacted by means of at least 2 passes from a flat plate vibratory compactor. When such materials are used for pipe zone backfill, vibratory compaction shall be used at the top of the pipe zone or at vertical intervals of 24 inches, whichever is the least distance from the subgrade.

C. Type L material requires mechanical spreading and placement to fill voids but does not require mechanical compaction or vibration.

D. Fill on reservoir and structure roofs shall be deposited at least 30 days after the concrete roof slab has been placed. Equipment weighing more than 10,000 pounds when loaded shall not be used on a roof. A roller weighing not more than 8,000 pounds shall be used to compact fill on a roof.

E. Flooding, ponding, or jetting shall not be used for fill on roofs, backfill around structures, backfill around reservoir walls, for final backfill materials, or aggregate base materials.

F. Pipe zone backfill materials that are granular may be compacted by a combination of flooding and vibration using concrete vibrators or by jetting, when acceptable to the CITY.

G. Pipeline trench zone backfill materials, containing 5 percent or less of material passing a No. 200 sieve, may be compacted using flooding and jetting or vibration if the DBF uses effective procedures that yield the specified compaction test results. Flooding and jetting shall not be done in such a manner that the pipe or nearby utilities are damaged, in areas of poorly draining or expansive soils, or where the use of the procedure is prohibited by any agency having jurisdiction

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over the street or right-of-way. Approved jet pipes or immersible vibrators shall be used so that each backfill layer is saturated and consolidated to its full depth before the next layer is placed. Jet pipes shall be kept at least 6 inches away from the pipe where the backfills being consolidated and 2 feet away from other pipes or utilities.

H. Equipment weighing more than 10,000 pounds shall not be used closer to walls than a horizontal distance equal to the fill at that time. Hand operated power compaction equipment shall be used where use of heavier equipment is impractical or restricted due to weight limitations.

I. Compaction Requirements: The following compaction test requirements shall be in accordance with AASHTO T-180. Where agency or utility company requirements govern, the highest compaction standards shall apply.

Location or Use of Fill	Percentage of Maximum Density
Pipe zones backfill portion above bedding for flexible pipe.	98
Pipe zones backfill bedding and over-excavated zones under bedding/pipe for flexible pipe, including trench plugs.	98
Pipe zones backfill potion above bedding for rigid pipe.	98
Pipe zones backfill bedding and over-excavated zones under bedding/pipe for rigid pipe.	98
Final backfills, beneath paved areas or structures.	98
Final backfills, not beneath paved areas or structures.	95
Trench zones backfill, not beneath paved areas or structures, including trench plugs.	95
Embankments.	98
Embankments, beneath paved areas, or Structures.	98
Backfill beneath structures, hydraulic structures.	98
Backfill around Structures	98
Topsoil (Type K material)	80
Aggregate base or subbase (Type G or M material)	80

J. Trench Backfill Requirements: the pipe has been structurally designed based upon the trench configuration specified herein.

K. The DBF shall maintain the indicated trench cross section up to a horizontal plane lying 6 inches above the top of the pipe.

L. If, at any location under said horizontal plane, the DBF slopes the trench walls or exceeds the maximum trench widths indicated in the Contract Documents, the pipe zone backfill shall be “improved” or the pipe class increased as specified

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herein, at no additional cost to the OWNER. “Improved” backfill shall mean sand-cement backfill or other equivalent materials acceptable to the CITY.

M. If the allowable deflection specified for the pipe is exceeded, the DBF shall expose and reground or replace the pipe, repair all damaged lining and coating, and reinstall the pipe zone material and trench backfill as specified at no additional expense to the OWNER.

PART 3 - EXECUTION

A. Pipe zone Backfill: The pipe zone is defined as that portion of the vertical trench cross- section lying between a plane 6 inches below the bottom surface of the pipe, i.e., the trench subgrade, and a plane at a point 6 inches above the top surface of the pipe. The bedding for flexible pipe is defined as that portion of pipe zone backfill material between the trench subgrade and the bottom of the pipe. The bedding for rigid pipe is defined as that portion of the pipe zone backfill material between the trench subgrade and a level line which varies from the bottom of the pipe to the spring line as shown.

B. Bedding shall be provided for all sewers, drainage pipelines, and other gravity flow pipelines. Unless otherwise specified or shown, for other pipelines the bedding may be omitted if all the following conditions exist.
   1. The pipe bears on firm, undisturbed native soil, which contains only particles that will pass a one-inch sieve.
   2. The trench excavation is not through rock or stones.
   3. The trench subgrade soils are classified as suitable fill and backfill materials per Paragraph 2.01.
   4. The trench subgrade soils have, as a maximum, a moisture content that allows compaction.

C. Where bedding is required, after compacting the bedding the DBF shall perform a final trim using a stringline for establishing grade, such that each pipe section when first laid will be continually in contact with the bedding along the extreme bottom of the pipe. Excavation for pipe bells and welding shall be made as required.

D. The pipe zone shall be backfilled with the specified backfill material. The DBF shall exercise care to prevent damage to the pipeline coating, cathodic bonds, or the pipe itself during the installation and backfill operations.

E. Trench Zone Backfill: After the pipe zone backfill has been placed as specified above, and after all excess water has completely drained from the trench, backfilling of the trench zone may proceed. The trench zone is defined as that portion of the vertical trench cross- section lying between a plane 6 inches above the top surface of the pipe and a plane at a point 18 inches below the finished surface grade, or if the trench is under pavement, 18 inches below the roadway subgrade. If flooding, ponding, or jetting is used the pipe shall be filled with water to prevent flotation.

F. Final Backfill: Final backfill is all backfill in the trench cross-sectional area within 18 inches of finished grade, or if the trench is under pavement, all backfill within 18 inches of the roadway subgrade.

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A. The area where an embankment is to be constructed shall be cleared of all vegetation, roots and foreign material. Following this, the surface shall be moistened, scarified to a depth of 6 inches, and rolled or otherwise mechanically compacted as specified in Paragraph 3.14.I. Embankment fill material shall be placed and spread evenly in horizontal layers. Each layer shall be moistened or aerated, as necessary. Unless otherwise approved by the CITY, each layer shall not exceed 6 inches of compacted thickness. The embankment fill and the scarified layer of underlying ground shall be compacted to 95 percent of maximum density under structures and paved areas, and 90 percent of maximum density elsewhere.

B. When an embankment fill is to be made and compacted against hillsides or fill slopes steeper than 4:1, the slopes of hillsides or fills shall be horizontally benched to key the embankment fill to the underlying ground. A minimum of 12 inches normal to the slope of the hillside or fill shall be removed and recompacted as the embankment fill is brought up in layers. Material thus cut shall be recompacted along with the new fill material at the DBF's expense. Hillside of fill slopes 4:1 or flatter shall be prepared in accordance with Paragraph A, above.

C. Where embankment or structure fills are constructed over pipelines, the first 4 feet of fill over the pipe shall be constructed using light placement and compaction equipment that does not damage the pipe. Heavy construction equipment shall maintain a minimum distance from the edge of the trench equal to the depth of the trench until at least 4 feet of fill over the pipe has been completed.

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A. Bring to required grade levels areas where settlement, erosion or other grade changes occur.

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A. While construction is in progress adequate drainage for the roadbed shall be maintained at all times.

B. The DBF shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. DBF shall repair at DBF'S expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

C. All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown on the plans, until final acceptance of the project.

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A. At the completion of the work and prior to final inspection of the area, the DBF shall provide the CITY with an as-built topographic survey made by a Professional Surveyor and Mapper per Florida Statute 472.001-472.037.

B. The surveyor is to certify on the survey whether or not the as-built conditions conform to the elevations shown on the Drawings to within plus or minus two-hundredth (0.02) of a foot.

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SECTION 02212
MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 DESCRIPTION OF WORK

A. Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.
B. When milling to improve rideability, the plans will specify an average depth of cut.
C. DBF to take ownership of milled material.

PART 2 PRODUCTS

2.01 MILLING MACHINE

A. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents. Use a machine with a minimum overall length (out to out measurement excluding the conveyor) of 18 feet and a minimum cutting width of 6 feet.
B. Equip the milling machine with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.
C. To start the project, the CITY will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the CITY will reject the milling machine for further use.
D. The DBF may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.
E. Equip the milling machine with means to effectively limit the amount of dust escaping during the removal operation.

PART 3 EXECUTION

3.01 MILLING

A. Protection: Use all means necessary to protect existing objects and vegetation. In the event of damage, immediately make all repairs, and replacements necessary to the acceptance of the OWNER's Representative at no cost to the OWNER.

3.02 REMOVAL OF RAISED PAVEMENT MARKERS

A. Remove the existing raised reflective pavement markers prior to milling. Include the cost of removing existing pavement markers in the price for milling.
B. When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified in the plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The CITY may require the use of a stringline to ensure maintaining the proper alignment.
C. Establish the longitudinal profile of the milled surface in accordance with the milling

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plans. Ensure that the final cross slope of the milled surface parallels the surface cross slope shown on the plans or as directed by the CITY. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

D. Multiple cuts may be made to achieve the required pavement configuration or depth of cut. Include in the Quality Control Plan a system to control the cross slope of the milling surface with a minimum frequency of one cross slope measurement every 250 feet during milling operations in order to ensure that the slopes are uniform and in compliance with the designed milling slope. When the difference between the measured cross slope and the designed cross slope exceeds ±0.2% for travel lanes (including turn lanes) and ±0.5% for shoulders, make all corrections immediately to bring the cross slope into an acceptable range. The CITY will periodically verify the DBF's measurements at the job site.

E. The CITY can randomly take ten measurements of the cross slope per day for the first two days of milling operation. If the average cross slope of the ten random measurements per day varies more than the required tolerance (0.2% for travel lanes including turn lanes and 0.5% for shoulders), the milling operation shall be stopped until appropriate corrective actions are made to bring the cross slope into an acceptable range. Approval by the CITY will be required prior to resuming the milling operation.

F. A recheck of ten random measurements will be made after corrective actions are taken. If the recheck indicates that the cross slope is out of control, the deficient section(s) shall be corrected to bring the cross slope into an acceptable range. During milling operations, the CITY reserves the right to take ten cross slope measurements per day. If the average cross slope of the ten measurements varies more than the permissible tolerance, the milling operation will be stopped until appropriate corrective actions are made to bring the cross slope into an acceptable range and the deficient sections shall be corrected accordingly.

G. The CITY may waive the corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the final cross slope.

H. For intersections, tapers, crossovers, transitions at the beginning and end of the project and in other similar areas, the cross slope will be adjusted as directed by the CITY to match the actual site conditions.

I. Operate the milling machine to minimize the amount of dust being emitted. The CITY may require pre-wetting of the pavement.

J. Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave all milled surfaces no later than the day after the surface was milled unless otherwise stated in the plans.

K. If traffic is to be maintained on the milled surface prior to the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface.

L. Prior to opening an area which has been milled to traffic, sweep the pavement with

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a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner that will minimize the potential for creation of a traffic hazard and to minimize air pollution.

M. Sweep the milled surface with a power broom prior to placing asphalt concrete

N. In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust.

O. Perform the sweeping operation immediately after the milling operations or as directed by the CITY.

MEASUREMENT

A. Provide a milled surface with a reasonably uniform texture, within 1/4 inch of a true profile grade, and with no deviation in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline.

B. Ensure that the variation of the longitudinal joint between multiple cut areas does not exceed 1/4 inch. The CITY may accept areas varying from a true surface in excess of the above stated tolerance without correction if the CITY determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations.

C. Correct any unsuitable texture or profile, as determined by the CITY, at no additional expense to the OWNER.

D. The CITY may require remilling of any area where a surface lamination causes a non- uniform texture to occur.

E. Refer to Section 02513 for specifications on resurfacing of asphaltic pavement.

PAYMENT

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PART 1 GENERAL

1.01 **RELATED DOCUMENTS**

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 **SCOPE OF WORK**

A. The work shall consist of furnishing all materials, labor and equipment for excavation, trenching and backfilling for utilities. "Utilities" shall include storm water drains, culverts, water mains, gravity sewers, sewage force mains and appurtenant structures.

1.03 **RELATED WORK**

A. 02200 – Earthwork.

1.04 **REFERENCES**

1.05 **SUBMITTALS**

1.06 **EXISTING UTILITIES**

A. General: This work shall consist of the excavation of whatever substances shall be encountered to the depths as shown on the plans. Excavated materials not required for fill or backfill shall be removed from the work site as directed by the CITY and shall be considered to be a part of the bid price of the utility pipe for which excavation and backfill is required.

B. Excavation for structures and other accessories shall have a minimum clearance of twelve inches and a maximum clearance of twenty-four inches on all sides.

C. Excavation shall not be carried below the required depths as indicated by the plans. Excess excavation below the required level shall be backfilled at the DBF's expense with sharp sand, gravel or other suitable material thoroughly compacted and approved by the CITY.

D. Any unstable soil shall be removed and shall be replaced by material acceptable to the CITY. The removal and replacement of such unstable soil shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

E. Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the CITY. The removal of water shall be considered to be a part of the bid price of the pipe for which excavation and backfill is required.

F. Well points, pumps or other approved means shall be used to keep the ground water sufficiently low in the opinion of the CITY to permit the placing of concrete, masonry, or pipe in first class condition, and sufficiently long thereafter to protect the concrete, masonry or joints against washing or damage.

G. The DBF shall also use such other means as may be necessary to keep the excavation in satisfactory condition for the construction of the work, and the use of well points, or other approved method, will not relieve the DBF of DBF'S responsibility to make structures watertight.

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H. Banks and trenches shall be vertical unless shown otherwise on plans. The width of the trench shall be no less than 24 inch plus the diameter of the pipe, or as approved by the CITY. Bell holes shall be accurately excavated by hand.

I. If the bottom of the trench is rock, the excavation shall be carried eight inches below the invert of the pipe and backfilled with thoroughly compacted sharp sand, gravel or other suitable material approved by the CITY.

J. See Section 02200 Part 3.08 for specifications on Rock Excavation.

K. Whenever it is necessary, in the interest of safety, to brace or shore the sides of the trench, such bracing or shoring shall be considered to be part of the bid price of the pipe for which excavation and backfill is required.

L. The DBF shall furnish, put in place, and maintain such sheeting, bracing, as may be required to support the side of the excavation, and to prevent any movement which can in any way damage the work or endanger adjacent structures. If the CITY is of the opinion that supports are insufficient, the CITY may order additional supports. The compliance with such order shall not release the DBF from DBF'S responsibility for the sufficiency of the sheeting. The DBF shall leave all sheeting in place. The CITY may require sheeting to be cut off at any specified elevation, but in no case will any sheeting be left closer than two (2) feet below the natural surface, nor cut off below the elevation of the top of the pipe.

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A. After pipes, structures and other appurtenances have been installed, the trench or opening shall be backfilled with material free from large stones or clods of a quality acceptable to the CITY.

B. Backfill around the pipe and to a point twelve inches above the top of the pipe shall be placed in six-inch layers compacted with 20 pound hand tampers or mechanical tampers suitable for this purpose. Backfilling shall follow lying closely and shall not be more than one hundred (100) feet behind completed lying. Backfill over pipe shall be carefully placed by experienced labor and thoroughly consolidated without shock to the pipe and carried up uniformly on both sides of the pipe. No backfilling with bulldozers will be permitted adjacent to pipeline.

C. Within roadway rights-of-way, or within areas where pavements are to be constructed over the pipe, the remainder of the trench shall be placed in six-inch layers (compacted thickness) and shall be compacted to that as noted in Section 02200. DBF will be responsible for correcting settlement in all backfilled areas whether under the pavement or otherwise.

D. In areas where no pavement is to be constructed, the backfill above the twelve-inch line above the pipe shall be compacted to firmness approximately equal to that of the soil adjacent to the pipe trench or to that as noted in Section 02200. Backfill below the 12-inch line shall be compacted in 6-inch layers (compacted thickness) and shall be compacted to 98% of maximum density as determined by AASHTO T-180.

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A. The use of explosives will not be permitted. See Section 02200 Part 3.08

Paragraph D through F for further instruction.

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SECTION 02410
INSTALLATION OF PIPE BY DIRECTIONAL DRILL TECHNIQUE

PART 1 GENERAL

1.01 SCOPE OF WORK

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 DESCRIPTION OF WORK

A. The DBF shall furnish all labor, materials, equipment and incidentals required to install pipe by the technique of inserting the pipe directly into a directional drilled opening; at the locations shown on the Drawings and as specified herein.

B. All directional drill operations shall be performed in accordance with all requirements of the permitting agency and other agencies having jurisdiction over the work area.

1.03 RELATED WORK

A. Division 2 as applicable.
B. Section 02200 – Earthwork.
C. Section 02221 Excavation and Backfilling for Utilities.
D. Section 02510 Piping, General.
E. Section 02641 Valves, General.
F. Exhibit D Permit Conditions.
G. Commercial Standards:

ASTM F 1962	Maxi-Horizontal Directional Drilling
ASTM F 2620	Heat Fusion Joining of Polyethylene Pipe and Fittings

1.04 QUALIFICATIONS

A. Directional drilling and pipe installation shall be done only by an experienced, licensed contractor specializing in directional drilling technique and whose key personnel have at least five (5) years of experience in this work. Furthermore, the said contractor shall have had experience in directional drilling under Florida waterways and major roadways.

B. The DBF shall visit the site and determine the proximity of structures on either side of the crossings. The DBF shall provide the OWNER with a drilling plan outlining procedures to prevent drilling fluid or the drilling process from adversely affecting these structures.

C. Prior to pre-construction meeting DBF is to submit “Frac-Out Plan” (see Exhibit A) per State Water Quality Standards, pursuant to Rule 62-302, with details of the non-toxic florescent tracking dyes that the DBF will be using with the drilling lubricant as a monitoring method with the bentonite.

D. Prior to the start of work, the DBF shall engage a Professional Engineer registered in the State of Florida to design a detailed plan of boring and receiving pits, including excavation, together with an outline of the methods to be used and a time schedule for directional drill operations. In addition, DBF shall identify an environmental scientist/biologist with experience in water quality monitoring and habitat protection to be used in the event of a frac-out near protected areas.

E. Three workdays written notice prior to start of the actual work shall be given to the

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OWNER.

F. The DBF shall install, maintain, and leave in place any sheeting, underpinning, cribbing, and other related items (other than that required for the boring and receiving pits) to support any structure or facility affected by the boring operations. The CITY, depending upon existing conditions, may require that additional sheeting for the excavation be left in place.

G. The DBF shall maintain traffic whenever possible during fusing and installation operations. Fusing and staging areas shall be carefully planned, and locations shall be approved b the CITY.

H. The DBF shall assume all responsibility for the methods and means of construction, the stability and accuracy of the drilled and reamed hole and constructed pits, and all cost responsible for the safety of the pits and related structures, and personnel engaged in construction throughout the duration of work.

I. All work under this specification affecting the right-of-way, or municipal facilities shall be carried out to the full satisfaction of the authorized representative. It is the DBF's responsibility to be fully informed of all requirements, and permit conditions as it pertains to the specific project and shall conduct all work accordingly.

J. All equipment used by the DBF on OWNER's property and rights-of-way may be inspected by the OWNER or the OWNER's Representatives.

K. The DBF shall be fully responsible for all damages arising from the failure of the DBF or Subcontractors to comply with the regulations and the requirements of these Specifications.

L. The DBF's methods and schedule shall comply with the overall project requirements. The DBF shall be familiar with the work within the local subsurface conditions. The DBF's selection of inadequate, inappropriate, or inefficient equipment and methods will not be cause for adjustments to the Contract price or Contract time.

M. The DBF shall be responsible for all clean-up of project site, debris, materials and equipment and shall clear the site of and dispose of them in accordance with Contract Documents.

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A. The DBF shall submit for the OWNER's approval the qualifications of the directional drilling specialty provider indicating compliance with the following minimum experience criteria:

1. Descriptions of successfully completed similar projects using the guided directional drill technique, which shall include a listing of the following information.
    a. Project name and location
    b. Year of Project
    c. Owner/Client
    d. Client contact information
    e. Diameter and material of pipe
    f. Length of direction drilling installation
    g. Other information relevant to the successful completion of the project

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2. Documentation of compliance with the following minimum standards:
   a. The directional drilling specialty provider shall be an experienced, licensed contractor specializing in guided directional drilling and whose key personnel assigned to this work shall have a minimum of five (5) years of related directional drilling experience.
   b. The directional drilling specialty provider shall have installed utilities under major roadways and waterways via directional drill technique.

B. Two (2) weeks prior to the start of the directional drilling work, the DBF shall submit the directional drilling work plan for the OWNER's review. The work plan shall include the following information.
   1. A plan showing details of the proposed method of construction, sequence of operations to be performed, number and size of construction crew, hours to be worked, pilot hole drilling procedure, reaming procedure, pullback procedure, method of monitoring the drilling head and method of verifying pipe location for as-built drawings.
   2. A drilling fluid plan which details types of drilling fluids, including the of non-toxic fluorescent tracking dyes, cleaning and recycling equipment, estimated flow rates, and procedures for minimizing drilling fluid escape.
   3. A plan in the event of drilling fluid escape including, but not limited to, stoppage of work, notification of applicable permitting authorities whose right-of-way is impacted by the escape of drilling fluid, procedure to confine drilling fluids/muds, and procedure for repair/plugging of fissures. See Dewatering Permit for requirements that will need to be met, at no additional cost to the OWNER, should fluid escape.
   4. A plan and profile drawing showing the DBF's proposed pilot bore hole routing and location of other underground utilities. The plan drawing shall be at a 1 inch = 20-foot scale and the profile drawing at a 1 inch = 20 foot scale horizontal and 1 inch = 2 foot scale vertical.
   5. A 1 inch = 20-foot scale drawing of the proposed setup of major equipment at the entry point and the proposed layout at the exit point.

C. The DBF shall furnish shop drawings showing all fabrication and construction details for the directional drilled crossings.

D. The DBF shall use dataloggers to record and monitor fusing of HDPE pipe. Upon completion of the fusing and prior to pulling the pipe, the DBF must provide the datalogger information to the Engineer for review.

E. The DBF will be responsible for maintaining drilling logs that provide drill bit locations at least 30 feet along the drill path. In addition, logs will be kept that record the following on an hourly basis throughout each drill pass, back ream pass or pipe installation pass:
   1. Drill fluid pressure
   2. Drilling fluid flow rate
   3. Drill thrust pressure
   4. Drill pullback pressure
   5. Drill head torque
   6. Horizontal distance of drill head from entry point

F. Upon completion of the pilot hole phase of the operation, a complete set of as-built records showing the actual horizontal and vertical alignment of the pilot bore at intervals not exceeding 30 feet shall be submitted in duplicate to the CITY along with one electronic AutoCAD as-built drawing file. Contractor shall provide as-builts (mapping) of the installed pipe based on the tracking data generated by the guidance system used during installation. These records shall include copies of the plan drawing at a 1 inch = 20-foot scale, and a profile drawing at a 1 inch = 20 foot scale horizontal and a 1 inch = 2 foot scale vertical, as well as directional survey reports as recorded during the drilling operation.

[illegible]

A. The DBF shall, at all times, conform to all applicable State and Federal regulations.
B. DBF is to adhere to requirements of all permits. See Permit Conditions for permit requirements.
C. Guided Directional Drilling Equipment machine safety requirements will include a common grounding system to prevent electrical shock in the event of high voltage underground cable strike. The grounding system will connect all pieces of interconnecting machinery: the drill, mud mixing system, drill power unit, drill rod trailer, operator's booth, worker grounding mats and any other interconnected equipment to a common ground. The drill will be equipped with an "electrical strike" audible and visual warning system that will notify the system operators of an electrical strike.
D. Operators of the drill will wear electrical shock protection equipment and operate from common grounded mats as required.

[illegible]

[illegible]

A. The carrier pipe shall conform to Section 02610; Piping, General.
B. Equipment (graders, shovels, etc.) and materials (such as groundsheets, hay bales, booms, and absorbent pads) for cleanup and contingencies shall be provided in sufficient quantities by DBF and maintained at all sites for use in the event of inadvertent leaks, seeps or spills.
C. Technical criteria for bentonite shall be as given in API Spec. 13A, Specification for Oil Well Drilling Fluids Material for freshwater drilling fluids. Any modification to the basis drilling fluid involving additives must describe the type of material to be used and be included in DBF's drilling plan presented to OWNER. The OWNER retains the right to sample and monitor the waste drilling mud, cuttings and water.

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A. All polyethylene pipe shall be black, and shall contain a continuous colored stripe, 2 inches wide, at three separate locations along the length of the pipe. Stripe color shall be:
   1. Potable Water Mains - blue stripe
   2. Reclaimed Water Mains - purple stripe
   3. Force Mains - green stripe
   4. Sanitary Sewer - green stripe

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5. Storm Sewer - no stripes required

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A. The DBF shall provide all material, equipment, and facilities required for directional drilling. Proper alignment and elevation of the opening shall be consistently maintained throughout the directional drilling operation. Entrance and exit angles for the drill are at the DBF's discretion such that the elevation profile maintains adequate ground cover to reasonably precaution against hydraulic fractures with the drilling fluid and maintain the minimum cover shown in the Drawings and specified herein.

B. DBF shall carefully plan the drill path and ensure all existing utilities are identified. Accuracy of the drill path is a priority. DBF shall only use a wireline locating system or a gyro-based locating system for the tracking, steering and guidance of the directional bore. DBF shall monitor and record the bore location during installation to ensure accuracy of the drill path. The position of the drill string shall be monitored by the DBF and recorded every 30 feet. Information of the bore path may be requested by the OWNER and ENGINEER at any time. The profile and alignment defined on the construction drawings for the bores define the minimum depth and radius of curvature. At no point in the drilled profile shall the radius of curvature of the bore be less than the minimum defined by the pipe manufacturer with a 10% factor of safety. The DBF shall maintain and provide to the OWNER, upon request, the data generated by the downhole survey tools in a form suitable for independent calculation of the pilot hole profile.

C. Boring pits shall be shored with sheeting, or such other materials as required. Sheeting shall be driven to a sufficient depth below the invert of the carrier pipe to resist any pressure developed by the soil outside the boring pit. Sheeting when used shall terminate not less than 3 feet 6 inches above existing grade.

D. At the completion of the direction drilling operations, the DBF will be required to remove all sheeting in place. If steel sheeting is used, it may be removed after installation of the carrier pipe in the bore hole, but prior to installation of the joining carrier pipe. However, should damage to the roadway, pipeline or any other adjacent structure occur, the DBF shall leave all remaining sheeting in place and redrive and leave in place any sheeting which is required to stabilize the site and prevent additional damage from occurring. The top of all sheeting left in place shall be cut off 36 inches below finished grade.

E. Bentonite or other stabilizing gels shall be used to prevent calving of the unsupported bore hole.

[illegible]

A. To the extent practical, the DBF shall maintain a closed loop drilling fluid system and utilize drilling tools and procedures which will minimize the discharge of any drilling fluids.

B. DBF shall have divers present during the drilling operations in order to respond to potential frac-out release.

C. The Guided Horizontal Direction Drilling operation is to be operated in a manner to

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eliminate the discharge of water, drilling mud and cuttings to the canal or land areas involved during the construction process. The DBF shall provide equipment and procedures to maximize the recirculation or reuse of drilling mud to minimize waste. All excavated pits used in the drilling operation shall be lined by DBF with heavy duty plastic sheeting with sealed joints to prevent the migration of drilling fluids and/or ground water.

D. Pits constructed at the entry or exit point area shall be so constructed to completely contain the drill fluid and prevent its escape to the surrounding land or canal.

E. Waste cuttings and drilling mud shall be processed through a solids control plant comprised as a minimum of stumps, pumps, tanks, distiller/desander, centrifuges, material handlers, and haulers all in a quantity sufficient to perform the cleaning/separating operation without interference with the drilling program. The cuttings and excess drilling fluids shall be dewatered and dried by DBF to the extent necessary for disposal, and disposal in offsite landfills at the DBF's expense. Water from the dewatering process shall be treated by DBF to meet permit requirements and disposed of locally. The cuttings and water for disposal are subject to being sampled and tested. The construction site and adjacent areas will be checked frequently for signs of unplanned leaks or seeps.

F. All drilling mud shall be removed from the entry and exit area soils such that water will percolate. All disturbed areas shall be restored to original conditions.

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A. The pipe installed within the boring shall be in full conformity with these Specifications and as shown on the Drawings. The pipe shall be installed, as to a reasonable directional drilling ability, to the exact lines grades required after having been satisfactorily approved by the CITY from the directional drillers expected drill path plan and profile sheets provided in Section 1.5.

B. The type and size of the pilot string cutting head shall be at the DBF's discretion. The type and outside diameter of the drill pipe to be used in the pilot string shall also be at the DBF's discretion.

C. A minimum depth requirement of 10 feet below the existing crossing bottoms shall be maintained, depths deeper than 10 feet shall be acceptable. Lateral positioning at exit shall be no further than 5 feet left or right of planned centerline, and horizontal positioning shall be no further than 5 feet short or long of proposed exit location. Entry and exit locations, as well as intermediate centerline stationing, shall be staked by the DBF.

D. Upon approval of the pilot hole location by the CITY, the hole opening or enlarging phase of the installation shall begin. The type of hole opener or back reamer to be utilized in this phase shall be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. The reamer type shall be at the DBF's discretion.

E. The open borehole may be stabilized by means of bentonite drilling slurry being pumped through the inside diameter of the drill pipe and through opening in the reamer. The slurry will also serve as an agent to carry the loose cutting to the surface through the annulus of the borehole. These cuttings and bentonite slurry are to be contained at the exit or entry side of the directional bore in pits or holding

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tanks. The slurry may be recycled at this time for reuse in the hole opening operation, or it shall be hauled by the DBF to an approved dump site and properly disposed.

F. Each length of pipe shall be inspected and cleaned as necessary to be free of debris immediately prior to joining.

G. A complete list of all drilling fluid additives and mixtures to be used in the directional operation will be submitted to the CITY, along with their respective Material Safety Data Sheets. All drilling fluids and loose cuttings shall be contained in pits or holding tanks for recycling or disposal, no fluids shall be allowed to enter any unapproved areas or natural waterways. Upon completion of the directional drill project, drilling fluid shall be disposed of by the DBF at an approved dump site.

H. A "weak-link or breakaway device shall be used at the leading end of the pipe to protect the pipe from excessive pulling loads. The breakaway strength of this device shall be set at or below the allowable tensile load of the pipe.

I. High Density Polyethene (HDPE) pipe shall not be placed in direct sunlight immediately prior to installation.

J. HDPE pipe shall have the beads removed from the interior of the fused joints.

K. A sufficient length of HDPE pipe shall be pulled past the exit point and left before the entry point to allow for relaxation.

L. HDPE pipe shall have mechanical joint adapters to connect to the pipe on either side of the directional drills. Mechanical joint adapter used is to match HDPE pipe manufacturer requirements for connection to ductile iron pipe.

M. HDPE shall have sufficient time for relaxation before connecting to the pipe on either side of the direction drill.

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A. Standard practice for HDPE fusion shall follow the recommendations from the latest revision of ASTM 2620, ISO 21307 or industry standard international practices.

B. DBF to handle pipe and fusing operations with care. Fuse joints must be protected from rain, water and dust during fusing operations until the joint has cooled down.

C. DBF must use data loggers to monitor fusing and provide fusing data results to ENGINEER prior to pulling or installation of the pipe.

D. Fusing beads must be inspected and shall show a clean fuse and be visually acceptable as required by ASTM 2620.

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A. The Drawings show existing buried utilities that are believed to be near the directional drill alignment. There is no guarantee that these utilities are located as shown or that other utilities may be present. It is the DBF's responsibility to locate all utilities or other subsurface obstructions that may interfere with the work.

B. Utility lines and structures indicated on the Drawings which are to remain in service shall be protected by the DBF from any damage as a result of the operations. Where utility lines or structures not shown on the drawings are encountered, the DBF shall report them to the OWNER before proceeding with the Work. The DBF shall bear the cost of repair or replacement of any utility lines or structures which

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are broken or damaged by the DBF's operations.

C. All utilities in close proximity to the drill pilot bore, back ream or carrier pipe installation must be exposed through a "pot-hole" or other opening, in accordance with state utility locate laws and regulations, to ensure, through visual inspection, that the drill, reamer or pipe has caused no damage to the utility and maintains adequate clearance.

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A. DBF is required to perform a pressure test prior to installation of pipe. A leakage test in accordance with Contract Documents shall also be performed post pulling. All leakage tests shall be completed and approved prior to placing of permanent resurfacing. When leakage exceeds the amount allowed by the Specifications, the DBF, at its expense, shall locate the leaks and make the necessary repairs or replacements in accordance with the Specifications to reduce the leakage to the specified limits. Any individually detectable leaks shall be repaired, regardless of the results of the tests.

B. Leakage Tests: The leakage testing shall be as follows:

1. All PVC and DIP pressure test (force mains and water mains): pressure mains shall be hydrostatically pressure tested for a period of not less than 2 hours at 150 PSI with an allowable leakage not to exceed the formula:

$$L = \frac{SD(P)^{1/2}}{148{,}000}$$

L = Allowable leakage in gallons per hour
S = Length of pipe in feet
D = Nominal diameter of pipe inches
P = average test pressure during test in pounds per square inch
All testing is to be in accordance with AWWA C605.

C. HDPE pressure test shall be comprised of two phases as follows:

1. Pre-pressure Testing Phase
   a. Safety precautions shall follow ASTM F2164.
   b. Fill the test section slowly. Purge all air. Take all appropriate precaution to ensure that no air is trapped in the test section. Use air release valves or corporation stops to allow bleeding of trapped air, prior to beginning the test. Allow the test section and the test liquid to equalize to a common temperature.
2. Initial Expansion Phase (4 hours)
   a. When the test section is completely filled and purged of air, gradually increase pressure in the test section to the required maximum pressure as determined by ENGINEER.
   b. Add make-up water as necessary to maintain maximum test pressure for a minimum of 4 hours.
   c. If test pressure cannot be attained, or if it takes an unreasonable long time to reach test pressure, there may be faults such as excessive leakage, entrapped air, or open valves, or the pressurizing equipment

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may be inadequate for the size of the test section. If such faults, exist, discontinue pressurizing, and correct them before continuing.

3. Test Phase (1 hour)
   a. Reduce the pressure by 10 psi and monitor pressure for 1 hour. Do not increase pressure or add make-up water.
   b. If no visual leakage is observed and pressure during the test phase remains steady, within +/- 5 psi, for the 1-hour test period, a passing test is indicated.
   c. If retesting is necessary, depressurize the test section and correct any faults or leaks in the test section. Do not attempt to correct faults or Dix leaks while the test section is under pressure.
   d. The rime required to pressurize, stabilize, hold test pressure, and depressurize should not exceed 8 hours. If re-testing is necessary: the test section should be depressurized for 8 hours prior to retesting.

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A. Completion and successful testing of the approved pipe will entitle the DBF to full payment of the applicable amounts in the Contract.
   In the event of failure to install the directional drilled pipelines, the DBF shall retain possession of any DBF-supplied pipe and remove it from the site. The bore holes shall be completely filled with grout to prevent future problems. If the pipe cannot be removed from the bore hole, it shall be cut off five feet below ground and the pipe and annular space shall be grouted.

D

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PART 1 GENERAL

1.01 **REFERENCE DOCUMENTS**

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 **SCOPE OF WORK**

A. The work specified in this Section consists of the construction of concrete sidewalk in accordance with these Specifications and in conformity with the lines, grades, dimensions and notes shown on the plans.

1.03 **RELATED WORK**

A. Section 02200 – Earthwork.
B. Section 02110 - Clearing.
C. Section 03010 - Concrete.
D. Section 03300 - Cast-In-Place Concrete.
E. Section 03370 - Concrete Curing.

PART 2 PRODUCTS

2.01 **MATERIALS**

A. Concrete shall be Class I Concrete, with a minimum compressive strength of 3,000 psi in accordance with Section 345, Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.02 **FORMS**

A. Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength when staked, to resist the lateral pressure of the concrete without displacement from lines and grade. Forms shall be cleaned each time they are used and shall be oiled prior to placing the concrete.

PART 3 EXECUTION

3.01 **PREPARATION OF SUBGRADE**

A. Excavation shall be made to the required depth, and the foundation material upon which the sidewalk is to be set shall be compacted to a firm, even surface, true to grade and cross-section, and shall be moist at the time that the concrete is placed. Subgrade shall be compacted to an LBR of 40.

3.02 **JOINTS**

A. Contraction joints may be of the open type or may be sawed. Staking a metal bulkhead in place and depositing the concrete on both sides shall form open type contraction joints. After the concrete has set sufficiently to preserve the width and shape of the joint, tbulkhead shall be removed. After the sidewalk has been finished over the joint, the slot shall be edged with a tool having a 1/2-inch radius.
B. If the DBF elects to saw the contraction joints, a slot approximately 1/8-inch-wide

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and not less than 1-1/2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

C. Contraction joints shall be constructed at not more than 20-foot intervals and shall be in place within 12 hours after finishing.

[illegible]

[illegible]

A. The concrete shall be placed in the forms to the required depth and shall be vibrated and spaded until mortar entirely covers its surface.

[illegible]

A. Screeding: The concrete shall be struck-off by means of a wood screed, used perpendicular to the forms, and floated in order to obtain the required grade and remove surplus water and laitance.

B. Surface requirements: The concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten-foot straightedge, nor more than 1/8 inch on a five-foot transverse section. The exposed edge of the slab shall be carefully finished with an edging tool having a radius of 1-1/2 inch.

[illegible]

A. The concrete shall be continuously cured for a period of at least 72 hours. Curing shall be commenced after finishing has been completed and as soon as the concrete has hardened sufficiently, to permit application of the curing material without marring the surface.

B. Wet burlap, white-pigmented curing compound, waterproof paper or polyethylene sheets may be used for the curing of grey concrete only.

[illegible]

A. Colored – Conditioned Concrete shall be placed, finished, and cured in strict accordance with applicable requirements of this Section and Sections 03010, 03370, and the requirements of the chosen manufacturer.

[illegible]

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PART 1 - GENERAL

1.01 REFERENCE DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. This section of the specifications covers the control and general conduct of asphalt paving construction for roads, parking, walks and court areas.

B. All work within the right-of-way shall be constructed using materials and methods in accordance with the drawings, City of Fort Lauderdale Public Works Standard Details.

C. Provide all labor, materials, necessary equipment, and services to complete the Asphaltic Concrete Paving work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

D. Including, but not necessarily limited to the following:

1. Preparation of subgrade.
2. Installation and compaction of base course.
3. Spreading of asphalt surface course.

1.03 RELATED WORK

A. Section 02200 – Earthwork.

1.04 MAINTENANCE OF TRAFFIC

A. The DBF shall provide and maintain access to and from all properties along the line of DBF'S work. The DBF shall also provide temporary bypasses and maintain them in a safe and usable condition whenever the public cannot do detouring of traffic to parallel routes without hardship or excessive increases in travel.

1.05 SPECIAL SUBGRADE CONDITIONS

A. When special subgrade conditions are encountered for which these "Asphaltic Concrete Paving Specifications" are not applicable, portions of these specifications shall be deleted or revised to provide a properly finished paved surface. A requested revision or deletion of the specifications shall be accompanied with reports and laboratory tests on existing field conditions. Any change from these "Asphaltic Concrete Paving Specifications" shall be approved by the CITY and shall be in effect only for a specified area or paving project.

1.06 REFERENCES

A. D.O.T. Standard Specifications.

1. Work and materials shall conform to all applicable requirements of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction – Latest Edition" (referred to herein as D.O.T.).

B. American Society for Testing and Materials.

1. ASTM 3515-80 "Standard Specification for Hot-Mixed, Job Laid, Bituminous Paving mixtures."

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[illegible] [illegible]

A. Provide copies of materials, notarized certificates of compliance signed by material producer and DBF, certifying that each material item complies with, or exceeds, specified requirements.

[illegible] [illegible]

A. Apply prime and tack coats when ambient temperature is above 50 degrees, and when temperature has not been below 35 degrees for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
B. Construct asphalt concrete surface course only when atmospheric temperature is above 40 degrees, and when base is dry. Base course may be placed when air temperature is above 30 degrees and rising.

[illegible] [illegible]

A. Locate and layout paved areas and right-of-ways with reference to benchmarks, property lines or buildings according to the drawings and as accepted by the CITY.
B. Determine locations of paved edges and right-of-way line from surveyor's permanent reference monuments and information on the drawings.
C. Where permanent reference monuments are not available, obtain proper line locations from authorities having jurisdiction.
D. Establish and maintain required lines and elevations.

[illegible] [illegible]

[illegible] [illegible]

A. All fill shall be clean rock and sand (maximum rock size = 1 inch).
B. Fill shall be compacted thoroughly as per Section 02200 - Earthwork.

[illegible] [illegible]

A. Limerock shall be obtained from pits for which all overburden has been removed previous to blasting and shall show no tendency to air slake and must undergo the following chemical requirements.

	Percent
Carbonates of Calcium	Min. 70.0 (Miami Limerock) and Magnesium 95.0 (Ocala Limerock)
Oxides of Iron and Aluminum	Max. 2.0
Organic Matter	Max. 0.5

1. Any constituents of other than those listed above shall be silica or inert material.
2. The material shall be crushed to such size that not less than 97% shall pass a 3-1/2 inch sieve and it shall be graded uniformly down to dust. All fine material shall consist entirely of dust of fracture.
3. Limerock from on-site may be used if the material meets the requirements of this section of the specifications.

B. All limerock shall comply with requirements set forth under D.O.T. Section 911.

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C. Equipment: The equipment for constructing the rock base shall be in first class working condition and shall include:
   1. Three-wheel roller weighing not less than ten tons.
   2. Self-propelled blade grader weighing not less than three tons. The wheelbase shall be not less than fifteen feet and blade length not less than ten feet.
   3. Scarifiers shall have teeth space not to exceed 4-1/2 inches.
      a. Provision for furnishing water at the construction site by tank or hose at a rate not less than 50 gallons per minute.

[illegible]

A. Prime coat shall be Grade RC-70, cut-back asphalt, D.O.T. Section 916-2.
B. Prime coat shall have full compatibility with surface treatment asphalt.
C. The bituminous material shall conform to the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 300- 2.
D. The sand for cover shall be clean dry sand.

[illegible]

A. The bituminous material to be used for the tack coat shall conform to the requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 300-2.

[illegible]

A. The asphaltic concrete surface course shall be in accordance with the City of Fort Lauderdale, Florida Department of Transportation Standard Specifications for Friction Course, Superpave, Type S-1 and Type S-3, Asphaltic Concrete Surface Course.
B. Pavement within public road right-of-way, which has been disturbed by this construction, shall be replaced with the same type and thickness to match the existing pavement section.
C. General composition of mixtures:
   1. The aggregate in the asphaltic concrete shall be crushed stone and manufactured sand screening of natural sand or combination of both when necessary to meet requirements of composition of mix. All aggregate shall have a Los Angeles abrasion loss of less than 40%.
   2. The mineral aggregate shall be so graded, and the prescribed constituents, prepared as hereinafter set out, shall be combined in such proportions as to produce a mixture conforming to the following general composition limits by weight:

Constituent	Passing Sieve	S-1 Percent by Weight	S-3 Percent by Weight
Coarse Aggregate	3/4" 1/2" 3/8" No.4	100 80-100 75-93 47-75	100 100 88-100 60-90
Total Coarse Aggregate	No.10	31-53	40-70
Fine Aggregate	No.40 No.80	19-35 7-21	20-45 10-30
Filler	No.200	2-6	2-6
Constituent		Percent by Weight	Percent by Weight
Total Fine Aggregate and Filler	No. 10	100	100
Total Mineral Aggregate		100	100
Total Mix		100	100
Asphalt Cement		5-9*	
(Bitumen) Total Mix		100	

*For highly absorptive aggregates the upper limit may be raised.

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□□□ Homogeneous mixture of emulsified coal tar pitch, asbestos, sand and other inert fillers. It shall be easily remixed if settlement occurs in storage (except in the case of freezing). It shall be capable of application and complete coverage by rubber squeegee, brush, or approved mechanical method, to the surface of bituminous pavements at the spreading rate of point two (.2) to point three (.3) gallons per square yard in two (2) coats.□

B. Approved product: "TARFEX" manufactured by Bitucote Products Co. or approved equal.

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□□□□ □□**RR**□□□**D**□□□

A. Provide substantial temporary barricades around all areas of operation and maintain until work under this section is completed and approved.

B. Install temporary traffic markers, signals, and signs as per the City of Fort Lauderdale requirements for:

1. Eliminate potentially hazardous conditions.
2. Maintain adequate traffic patterns free of conflict with work under this Contract.

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SECTION 02513
ASPHALTIC CONRETE PAVING - GENERAL

A. This work consists of bringing the bottom of excavations and top of embankments of the roadway between the outer limits of the shoulders or base course to a surface conforming to the grades, lines, and cross sections shown on the plans. The subgrade shall be of uniform density ready to receive the rock base of the paving course.

B. All soft and yielding material and other portions of the subgrade which will not compact readily shall be removed and replaced with suitable material and the entire subgrade brought to line and grade to provide a foundation of uniform compaction and supporting power.

C. Stumps, roots, and other deleterious organic matter encountered in the preparation of the subgrade shall be removed.

D. Where fills are required on areas covered or partly covered by existing paving, the entire area of such existing paving shall be scarified to a depth of at least six inches, and the scarified material spread evenly over the area to be filled to a width not less than that of the proposed paving.

E. Material for fills shall consist of sand or other suitable material approved by the CITY free from stumps, roots, brushes, and other deleterious organic matter.

F. Where fill is more than one foot (1 foot) in depth, the backfill material above the ground water table shall be compacted on one (8 inch) depth lift. Each individual layer of fill under the rock base shall have a density as specified in Section 02200, Paragraph 3.14.I. unless shown otherwise on the plans. Each individual layer of fill under the shoulder area shall have a density as specified in Section 02200, Paragraph 3.14.I., unless shown otherwise on the plans.

G. The bottom of all excavated areas and the top of all fills where rock base is to be constructed shall be thoroughly compacted by rolling. Water shall be used to insure thorough compaction. The stability of the top 12 inch thickness of the subgrade
immediately under the base, for the full base width plus six (6) inches on each side, shall be at least LBR 40 as determined by AASHTO T-180.

H. Bring subgrade, which has been properly filled and shaped to a firm unyielding surface, by rolling an entire area with an approved vibratory power roller weighing a minimum of 10 tons.
   1. Thoroughly compact area inaccessible to the roller with approved hand tamper.
   2. Apply water sufficiently to compact the subgrade where the subgrade is of a dry, sandy nature and cannot be rolled.

I. The subgrade shall be maintained free from ruts, depressions or other irregularities until rock base material is spread.

J. For all roads and streets other than state highways, the stabilized subgrade shall have a minimum Limerock Bearing Ratio (LBR) of 40, unless otherwise noted on the plans.

K. Where the bearing value of the existing subgrade is adequate without addition of stabilizing material, the subgrade shall be scarified and disked, harrowed, bladed or tilled for removal of boulders, roots, etc. to assure uniformity and thorough mixing of material to the full width and depth of required stabilization. The compacted subgrade shall conform to the lines, grades and cross-section shown

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on the plans.

L. Test subgrade for crown and elevation after preparation and immediately before base of paving course is laid.
   1. Remove or add material and compact to bring to a correct elevation and uniform bearing if the subgrade is found not to be at the specified elevation at all points.
   2. Adjust the MAS rims, catch basin frames and valve boxes where necessary to match proposed finish grade.

[illegible]

A. This work consists of construction of lime rock base course for the asphaltic concrete wearing surface. The base course shall be constructed on the prepared subgrade with eight (8) inch thick limerock bases constructed in two four-inch lifts as shown on the drawings. Twelve (12) inch thick limerock bases shall be constructed in two six-inch lifts. The limerock base shall be a minimum LBR of 100 and shall extend six (6) inches beyond the edge of the asphaltic concrete on each side.

B. Spreading Rock: The rock shall be transported to the points where it is to be used over rock previously placed, and dumped on the end of the preceding spread. It shall then be spread uniformly with hand tools, or mechanical equipment. In no case shall rock be dumped directly on the subgrade. No hauling shall be done over the subgrade.

C. Compacting Rock
   1. Following spreading, the rock shall be rolled with a three-wheel roller weighing not less than ten tons, water being added as required, until the entire depth of base is compacted into a dense unyielding mass.
   2. No greater area of rock base shall be placed during any one day than that which can be rolled and compacted on the same day.

D. Finishing Base
   1. After watering and rolling, the entire surface shall be thoroughly scarified to a depth not less than four inches (4") and shaped to exact crown and cross section, re-watered and again thoroughly rolled. Rolling shall continue until the entire depth of base is bonded and compacted into a dense, unyielding mass, true to grade and cross section.
      a. Any irregularities, which may develop in the surface during such finishing, shall be corrected by the removal or addition of rock as the case may be.
      b. If at any time the subgrade material becomes churned up and mixed with the base rock, the DBF shall dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean rock which shall be watered and rolled until satisfactorily compacted.
      c. Where cracks or checks appear in the base either before or after priming, which in the opinion of the CITY would impair the structural efficiency of the base course, the DBF shall remove such cracks or checks by re-

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scarifying, reshaping, watering, rolling and adding rock where necessary.

d. During final compacting operations, if grading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

E. Inferior Rock: If in the opinion of the CITY at any time during the progress of the work, rock of inferior quality is being delivered to the construction site, a laboratory analysis of the rock shall be made. Should the results of such tests indicate that the rock does not conform to specifications, the DBF shall, at DBF's own expense, remove such inferior material from the area indicated and deliver and spread satisfactory rock on said area.

F. Testing Surface: The finished surface of the rock base shall be true to the required cross section. Any irregularities in the grade greater than 1/4 inch, as determined by placing a ten-foot straight edge parallel with the centerline, shall be corrected by scarifying to a depth of three inches (3"), removing or adding rock as may be required and again watering, rolling, and compacting the scarified area. In testing the surface for irregularities, the measurements under the straight edge shall not be taken in small holes caused by individual pieces of rock having been pulled out by the road grader.

G. Thickness Determination: Thickness of the base shall be measured by intervals as required by the CITY. Measurements shall be taken at various points on the cross section. The measurements shall be taken in holes through the base of not less than three inches (3") in diameter. Where the base is more than 1/2 inch less than the required compacted thickness, the DBF shall correct such areas by scarifying and adding rock. The affected areas shall then be watered, rolled and brought to a satisfactory state of completion, and of required thickness and cross section.

H. Density: An average required density shall be as specified in Section 02200, Paragraph
3.14.I at intervals acceptable to the OWNER. No section of base shall be accepted when
more than 10% of tests fall below 98% of maximum density and in no case shall a density of less than 96% of maximum be accepted.

I. Testing: The DBF shall coordinate with CITY for all testing. All tests shall be made in accordance with AASHTO, T-180 for each class of material in the subgrade and base.

1. In place density tests in accordance with AASHTO T-147 shall be made in the locations shown on the plans. Two copies of the test reports will be sent directly to the CITY for evaluation.
2. Any material, which fails to meet these specifications, shall be removed, replaced, and retested, all at the DBF's expense.
3. Tests shall be taken at least every 1,000 square yards and taken at locations and lifts as directed by the CITY.

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A. Cleaning the prepared base:

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1. Before any bituminous material is applied, all loose material: dust, dirt, caked clay and foreign matter which might prevent proper bond with the existing surface shall be moved to the shoulders, to the full width of the treatment, by means of revolving brooms or approved mechanical sweepers and by mechanical blowers, of approved types, supplemented by hand sweeping. Dust and other loose materials not removed by mechanical means shall be removed with hand brooms. Particular care shall be taken to clean the outer edges of the strip to be treated in order to ensure that the prime coat will adhere. Sweeping and blowing shall be continued until all the loose dust and dirt is removed from the surfaces.
2. Application of bituminous material shall be made during the same day surface has been swept and as soon as practical thereafter.

B. Application for prime coat:
1. The bituminous material shall be applied to the clean dry surface of the rock base at such temperature as will insure uniform distribution. The amount applied will be at the rate of approximately 0.10 to 0.20 gallons per square yard of base area. The application shall be made by means of self-propelled pressure distributor operating under a pressure not less than 20 pounds per square inch. Application of bituminous material shall be made on only one-half of the width of base at one time.
2. The primed base shall then be covered with a uniform layer of clean sand and kept thoroughly and uniformly covered by additional sand or sweeping until it shows no signs of picking up under traffic. For a period of one week after priming, the DBF shall again broom any area where insufficient cover sand or excess of bituminous material causes "bleeding" and, if necessary, spread additional sand on such area.

C. Prime coat finish: After prime has cured or sat and been sanded, the shoulder shall be shaped to conform to all grade lines and cross sections and the entire area shall be rolled and compacted with a rubber-tired roller or a power roller before asphalt surface is laid on the finished base.

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A. Before applying any bituminous material, all loose material: dust, dirt and foreign material, which might prevent proper bond with the existing surface, shall be removed for the full width of the application.

B. Application for tack coat:
1. The surface to receive the tack coat shall be clean and dry. The tack coat shall be clean and dry. The tack coat shall be applied with a pressure distributor except that on small jobs, if approved by the CITY, the application may be made by other approved mechanical methods or by hand methods. The pressure distributor shall operate at a pressure not less than 20 pounds per square inch and at a consistency such that it can be properly pumped and sprayed uniformly over the surface.
2. The bituminous material shall be applied in a thin uniform layer. The rate of application shall be between 0.02 and 0.10 gallon per square yard. The tack coat shall be applied sufficiently in advance of the laying of the wearing

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surface to permit drying but shall not be applied so far in advance that it might lose adhesiveness as a result of being covered with dust or other foreign material. The tack coat surface shall be kept free from traffic until the wearing surface is laid.

PART 3 - EXECUTION

A. Cleaning and preparing base:
   1. Prior to the laying of the asphaltic concrete, the base of pavement to be covered shall be cleaned of all loose deleterious material by the use of power brooms or blowers. A tack coat shall be applied on all pavements. The tack coat shall not be applied so far in advance of laying operations as to allow shifting and sand or weather conditions to nullify its effectiveness.
   2. After the surface has been thoroughly cleaned, all holes shall be filled with asphaltic concrete, if necessary, and thoroughly compacted to conform to the existing surface and to form a smooth surface.

B. Placing asphaltic concrete: The asphaltic concrete surface course shall be applied after the tack coat after a reasonable permitted time for drying but not to an extent that the tack coat is allowed to lose its adhesiveness.
   1. Machine spreading: Upon arrival the mixture shall be dumped into the approved mechanical spreader and immediately spread and struck off to the full width required and to the appropriate loose depth for each successive course that when the work is completed the required weight of the mixture per square yard or the specified thickness will be secured. An excessive amount of mixture shall be carried ahead of the screen at all times. Hand raking shall be done behind the machine as required.
   2. Hand spreading: In limited areas, where, on account of irregularities or unavoidable obstacles, the use of mechanical spreading and finishing equipment is impractical, the mixture may be spread by hand, when so authorized by the CITY.
   3. The mixture shall be laid only when the surface to be covered is dry and only when weather conditions are suitable.
   4. All structures which will be in actual contact with asphaltic mixture, including the face or surface of curbs or gutters and the vertical faces of existing pavements, shall be painted with a uniform coating of asphalt material to provide a closely bonded, watertight joint.
   5. Where necessary, due to the traffic requirements, the mixture shall be laid in strips in such manner as to provide for the passage of traffic.
   6. Any mixtures caught in transit by a sudden rain may be laid at the DBF's risk. In no case shall the mixture be laid while rain is falling or when there is water on the surface to be covered.
   7. The depth of the layer being spread shall be gauged as directed, and where the thickness fails to average the specified thickness, immediate steps shall be taken to correct the depth.
   8. Before any rolling is started, the course surface shall be checked, any inequalities adjusted, and all drippings, fat sand accumulations from the

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screed and fat spots from any source shall be removed and replaced with satisfactory material.

9. Straight-edging and back patching shall be done after initial completion has been obtained and while the material is still hot. Any irregularity greater than 1/4 inch either longitudinally or transversely shall be corrected at this time.
10. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur and are not corrected while the mixture is still hot, the irregularities shall be cut out the full depth of the layer and replaced with fresh mixture.

C. Compacting mixture: After the spreading, the mixture shall be rolled when it has set sufficiently or come to the proper condition to be rolled, and when the rolling does not cause undue displacement or shoving.

1. The motion of the roller shall at all times be slow enough to avoid displacement and shall at once be corrected by the use of rakes and fresh mixture where required. The rolling shall include all transverse, longitudinal, and diagonal rolling, as may be necessary to obtain the maximum density.
2. The seal rolling with tandem steel rollers weighing from five to eight tons shall follow as close behind the spreader as is possible without picking up or displacing or blistering the material.
3. Rolling with the self-propelled pneumatic-tired rollers shall follow as soon as possible and as close behind the seal rolling as the heat of the mixture will permit. The rolling shall be done while pavement temperature is between 175o and 240oF, and to such an extent that the self-propelled traffic roller shall cover every area of the surface with at least ten passes. Final rolling with tandem steel rollers shall be done after the rolling with self-propelled pneumatic tired rollers is completed. This final rolling shall be done before the pavement temperature is lower than 175oF and shall be continued until all roller marks or tire marks are eliminated.
4. Self-propelled pneumatic rollers shall be used for the rolling of patching and leveling courses. At the option of the DBF, a steel-wheeled roller may be used to supplement the self-propelled pneumatic-tired rollers but not more than one steel-wheeled roller may be used in conjunction with the necessary number of self-propelled pneumatic- tired rollers. After final completion, the finished pavement shall at no point have a density less than 95% of the laboratory compacted density.
5. Rolling with the self-propelled pneumatic-tired roller shall proceed at a speed from six to twelve miles per hour and the rate of rolling shall not exceed 3,000 square yards per hour per roller. A sufficient number of self-propelled pneumatic-tired rollers shall be used so that the rolling of the surface for the required number of 10 passes within this maximum rolling rate shall not delay any other phase of the placing operation and not result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling is not properly maintained to schedule as outlined above, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.
6. In all places inaccessible to a roller, such as adjacent to curbs, headers,

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gutters, bridges, MAS, etc., the required compaction shall be secured with tamps. Depressions, which may develop before the completion of the rolling, shall be remedied by loosening the mixture laid and adding new material to bring such depressions to a true surface.

7. Should any depressions remain after final compaction has been obtained, the mixture shall be removed sufficiently, and new material added to form a true and even surface. All high spots, high joints and honeycombs shall be adjusted as directed by the CITY.
8. The mixture, after compaction, shall be of the thickness shown on the plans. After compactions, at no place on the surface shall an excess of asphalt be shown and any area showing such excess or other defect, shall be cut out and replaced with fresh mixture and immediately compacted to conform with the surrounding area. Any mixture which becomes loose or broken, mixed with dirt in the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with surrounding areas.
9. Gasoline or oil from rollers shall not be allowed to deposit on the pavement and any pavement damaged by such deposits shall be removed and replaced as directed by the CITY.
10. Any mixture remaining unbonded after rolling shall be removed and replaced.

D. Protection of pavement: After the completion of the pavement, no vehicular traffic of any kind shall be permitted on the pavement until it has set sufficiently as approved by the CITY.

[illegible]

A. Meet elevation of existing paving and structures, facilities and utilities where applicable by sawcutting and removing no less than two (2) feet from abutment. Milling of asphalt for a width of two (2) feet is an alternative if approved by CITY. Do not cover access covers, MAS tops, water meters or other similar devices.

[illegible]

A. Make edges of paved area conform to details and sections as shown on drawings.

[illegible]

A. Preparation of surface: Pavement to be sealed must be sound and free of loose dust, dirt, stones, or other foreign matter:
   1. Repair any breaks or holes.
   2. Scrape off accumulations of oil or fuel drippings and scrub with detergent and water. Remove all traces of detergent.
   3. Soft or damaged spots must be repaired.
   4. Flush entire area with clean water.
   5. Pavement should be damp (no puddles or excess water) when seal coating is applied.

B. MIXING: Stir seal coating to a uniform consistency, use no solvents for thinning. Dilute seal coating with ten (10) percent to twenty (20) percent clean water, stirring

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to uniform consistency.

C. Application:
   1. Seal coat may be applied to dampened surface with a rubber squeegee, soft bristled push broom, or approved mechanized equipment.
   2. Seal coating may be poured directly onto pavement in a ribbon or window. Squeegee is placed on pavement at a slight angle to edge line of pavement and pulled in a window along pavement in parallel lines, always working excess material toward bottom edge of squeegee.
   3. Seal coating should be applied in two (2) thin coats. After first coat is completely dry to touch, a second coat may be applied at right angles to the first. Rate of application will depend on porosity of surface.
   4. Allow to cure for twenty-four (24) hours before opening to traffic.
   5. Do not apply seal coating when temperature is below fifty (50) degrees Fahrenheit, or falling, before sealer is dry, or rain appears imminent or forecast.
   6. Apply in strict accord with manufacturers published instructions.

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A. Test in place asphalt concrete course for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by OWNER's Representative.
   1. In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:
      a. Base Course: Not greater than 1/2 inch of specified thickness.
      b. Surface Course: Not greater than 1/4 inch of specified thickness.
   2. Test finished surface of each asphalt concrete course for smoothness, using 10-foot straight edge applied parallel with, and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
      a. Base Course Surface: 1/4 inch.
      b. Wearing Course Surface: 1/8 inch.

B. Check surface area at intervals as directed by the CITY.

C. Finish grade shall be within ±0.01 feet of the grades indicated on the plans or ± 0.05 feet as long as no ponding of water is observed after final paving.

[illegible]

A. Remove all debris and excess material immediately from project site.

B. Take down all barricades and temporary traffic markers, signals and signs only after all work included in this section is finished and inspected, and only after so directed by the CITY

C. Leave project area clean, orderly and free of any hazardous conditions.

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A. This work consists of regrading existing swales and construction of new swales adequate for conveying storm water along the right-of-way to catch basins. The

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swale shall be shaped according to the cross section shown on the plan. In areas adjacent to existing roadways all swales shall be regraded to meet the City of Fort Lauderdale standards, unless otherwise noted.

B. Requirements: All soft and yielding material and other portions of the swale which will not compact readily shall be removed and replaced with suitable material and the entire swale area brought to the proper grade. Stumps, roots, and other deleterious organic matter encountered during the shaping for the swale shall be removed.

C. The bottom of all excavated areas and the top of all fills of swale areas shall be thoroughly compacted by rolling. Water shall be used as necessary to insure thorough compaction. The stability of the top 12-inch thickness of swale area shall be at least LBR 40. Sufficient stabilizing material shall be added to swale area soil as required to provide the specified stability.

D. The DBF shall place sod over existing areas damaged by construction. The sod shall match the existing sod type in the affected areas.

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PART 1 GENERAL

1.01 REFERENCE STANDARDS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. The work covered by this section shall include the furnishing of all labor, equipment, services, materials, products, and tests to perform all operations in connection with the construction of all new structures or modifications or abandonment of existing structures as shown on the plans, defined in these specifications and subject to the terms and conditions of this contract, including, but not limited to, maintenance access structures (MAS), conflict structures, catch basins, and inlets.

1.03 RELATED WORK

A. Section 02200 – Earthwork
B. Section 02221 - Excavation and Backfilling for Utilities

1.04 SUBMITTALS

A. The DBF shall furnish the CITY shop drawings of the precast drainage structures and MAS for approval. Shop drawings should illustrate all dimensions, reinforcements and specifications.

PART 2 PRODUCTS

2.01 MORTAR

A. Mortar for use in constructing and plastering sewer structures shall conform to ASTM C-270, "Specifications for Mortar for Unit Masonry". A Portland cement-hydrated lime mixture or a masonry cement may be used provided that the same materials are used throughout the project.
B. Mortar materials shall be proportioned by volume and shall consist of one-part Type II Portland Cement to two parts aggregate (sand). Portland Cement shall conform to ASTM C- 150, "Specifications for Portland Cement". Aggregate shall conform to ASTM C-144, "Specifications for Aggregate for Masonry Units."

2.02 PRECAST MAS

A. Precast MAS sections shall conform to ASTM C-478, Specifications for Precast Reinforce Concrete MAS Sections as modified thereto. Concrete shall attain a minimum compressive strength of 4,000 pounds per square inch at 28 days. Minimum wall thickness shall be 8 inches.
B. Unless otherwise specified on the plans, all joints shall be made with neoprene or rubber "O" ring compression joints; mastic joint sealing compound, or approved equal. After assembly, all joints shall be filled with mortar and painted to provide a smooth surface without joint voids.
C. The base and walls that compose the bottom section of precast MAS shall be of monolithic construction, minimum 8 inches thick, and the edge of the base slab shall project a minimum 4 inches beyond the outside diameter of the wall.

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D. Holes for piping shall be 6 inches larger than the outside diameter of the respective pipe. After the pipe is set, the void space between the pipe and the hole perimeter shall be completely filled with non-shrinking, quick-setting, waterproof cement mortar and struck smooth.

E. The minimum height of precast base section shall be 36 inches from the bottom of the base slab; however, no holes for piping shall be cast less than 8 inches from the top of the base section or less than 2 inches from the top of the base slab.

F. The maintenance access structure walls shall be coated inside and outside with 2 coats of coal tar epoxy. The first coat shall be red and the second coat shall be black. Each coat shall have a thickness of 8 mil for a total thickness of 16 mil outside and 16 mil inside.

[illegible]

A. Endwalls, valve vaults, catch basins, inlets and junction boxes shall be constructed at the locations shown and to the dimensions indicated on site plans. Unless otherwise specified on the plans, inlets, junction boxes, catch basins, valve vaults and similar structures may be constructed of brick, concrete block, poured concrete or precast concrete. Precast catch basins shall conform to latest Portland Cement Association specifications. Concrete shall have not less than 4,000-pounds per square inch compressive strength at 28 days.

B. Unless otherwise specified on the plans, all concrete for these structures shall be Class I concrete as specified in the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", latest revision, Section 345. Mortar for use in constructing and plastering shall be as previously set forth in this section.

C. Brick shall be solid hard-burned clay conforming to ASTM Serial C-32-73, Grade MA. Concrete brick shall conform to ASTM Serial C-55-75, Grade P-I. Concrete block shall conform to ASTM Serial C-90-78, Grade PI.

D. All brick or concrete block structures covered in this Section shall be plastered inside and outside with 1/2 inch of cement mortar. Inside surfaces shall be smooth and even.

E. Base slabs and walls of concrete structures shall be constructed in a continuous pour between expansion joints.

F. For each grate type inlet, two layers of Mirafi 140 fabric of "Poly Filter X" polypropylene material or approved equal, shall be sandwiched between 2 x 2 x 10/10 welded wire fabric cut to the grate size and attached to the underside of the grate. The sandwiched filter material shall be wired to the cross members of the grate each way on 4-inch centers. After inlet construction and the roadway construction is completed and the project site work (including landscaping) has been established, the filter material and fabric shall be removed with any retained silt or sand.

[illegible]

A. Iron castings shall conform to ASTM A-48, "Specifications for Gray Iron Castings", and shall be Class 30. Frames and grates may be Class 20.

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B. All castings shall be made of clean, even grain, tough grey cast iron. The castings shall be smooth, true to pattern and free from projections, san holes, warp and other defects. The horizontal surface of the frame cover seats and the under surface of the frame cover seat which rests upon the cover seat shall be machined. After machining, it shall not be possible to rock any cover that has been seated in any position in its associated frame. Machining shall be required only on those frames and covers intended for vehicular traffic.

C. Bearing surfaces between cast frames, covers and grates shall be machined and fitted together to assure a true and even fit. Within areas of vehicular traffic, the frames, covers and gratings shall be machined-ground so that irregularity of contact will be reduced to a minimum and will be rattle-proof.

D. All MAS covers shall be provided with concealed pick holes. Manufacturer's name and catalog number shall be cast on all frames, covers, grates, etc. Covers shall be lettered "Storm Sewer" or "Sanitary Sewer" as applicable and shall be plainly visible as shown on the plans. The MAS frames and covers shall be flush with finished grade.

E. Grates and covers for inlets shall be as shown on the plans, set to the grades indicated and conforming with the requirements of the castings described above. Grates shall be furnished complete with frames specifically constructed to provide full bearing at all points of contract.

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A. Channels shall be accurately and smoothly formed in accordance with the plans. Channels shall be constructed of concrete with trowel-finished surfaces. The upper surface of the MAS shall be sloped toward the channels as shown.

B. Drop pipe at sanitary sewer MAS shall be installed when the difference in elevation between the pipe invert and the invert at the center of the MAS exceeds two feet (2'), or where directed by the CITY. The drop MAS structure shall be built according to the plans and specifications.

C. After channels are formed and section joints are pointed, the interior of the sanitary sewer MAS shall be painted with two coats of Koppers Bitumastic 300-M (7 mils per coat) or approved equal. The exterior shall be painted in a similar manner, if required by local regulations.

D. Storm drainage structures are not required to be painted inside or outside. Provide finish and water proofing as specified in 3.02 and 3.03 below.

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A. All bricks shall be thoroughly wetted before being laid. Brick shall be laid by the above shove joint method so as to bond them thoroughly into the mortar. Headers and stretcher courses shall be so arranged as to bond and mass thoroughly. Joints shall be finished smooth and shall be not less than 1/4 inch or more than 1/2 inch in thickness.

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A. All joints shall be finished watertight; all openings for sewers, frames, etc., in precast MAS and catch basins shall be cast at time of manufacture. Spaces around all piping entering or leaving MAS shall be completely filled with Embeco mortar or approved equal.
B. All MAS shall be set plumb to line and grade and shall rest on a firm carefully graded subgrade which shall provide uniform bearing under base.
C. Grout for MAS bottoms shall consist of broken block, brick and 2:1 cement mortar.

[illegible]

A. All structures shall be cleaned and maintained in workable condition until accepted by the CITY.

[illegible]

A. All structures shown on the drawings to be abandoned in place shall be removed to a minimum of 3 feet below existing grade and properly filled with material as in section 02200 paragraph 3.14. Excavation, backfill, and restoration shall be executed in accordance with requirements for removing existing and installing new structures.

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PART 1 GENERAL

1.01 SCOPE OF WORK

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 DESCRIPTION OF WORK

A. The DBF shall install and place in operation submersible sewage pumps and control panel as indicated on the drawings and specified herein. Pump shoes, guide rails (or bars), brackets and all other equipment shall be supplied and installed by the DBF.

B. To assure unity of responsibility, pumps, motors, driving mechanisms and base plate shall be supplied and coordinated by the pump manufacturer. The DBF shall assume responsibility for the satisfactory installation and operation of the entire pumping system

C. The work covered by this section consists of furnishing all labor, equipment, services, materials, products, and tests to perform all operations in connection with the construction/installation of forcemain as shown in the design criteria package and defined in the specifications and subject to the terms and conditions of this Contract, including but not limited to the following:
   1. Excavation and Backfill
   2. Wet Well and Valve Vault
   3. Pumps
   4. Electrical
   5. Force Main (and Tap)
   6. Dewatering

D. Concrete Protective Liner System for Precast Structures
   1. Furnish and install all labor, materials, equipment, and incidentals required to supply polypropylene, random copolymer (PP-R) concrete protective liner in the precast wet wells and valve vault as required and as shown on the plans. The liner system shall be AGRU “Sure-Grip” PP-R Concrete Protective Liner or approved equal polypropylene lining.
   2. PP-R concrete protective liner shall be designed and installed to protect the precast structure’s interior surfaces from chemical attack and microbial corrosion, and to facilitate the prevention of ground water infiltration. A watertight seal between the ring and cover, or access hatch, and the liner, must be incorporated into the design. Additionally, the liner must be sealed at the bottom of the concrete structure’s wall with a water stop assembly thermo-welded to the wall liner, or with continuous liner coverage over the top of the base slab. All construction joints must be sealed by extrusion welding the liner seams together to form a continuous and flexible seal between structure sections (Option I), or through the use of a 90-degree liner turnback into the inside horizontal plane of the upper and lower construction joint, and sealed with a butyl, or equal, sealant (Option II). Option II is not recommended for underground structures subjected to high levels of hydraulic backpressure or exposed to a severe corrosive environment.

REFERENCED SECTIONS

A. Section 02200 – Earthwork
B. Section 02221 - Excavation and Backfilling for Utilities
C. Section 02601 – Subterranean Structures
D. Section 02610 - Piping – General
E. Section 02641 - Valve – General
F. Section 02722 - Sanitary Sewerage System
G. Section 16010 – Basic Electrical Requirements
H. Section 16015 – Electrical Systems Analyses
I. Section 16050 – Electrical General Provisions
J. Section 16110 – Raceways
K. Section 16120 – Wires and Cables
L. Section 16405 – Electric Motors
M. Section 16452 – Grounding
N. Section 16485 – Variable Frequency Drives
O. Section 16810 – Control Panels
P. Section 16950 – Miscellaneous Equipment

SUBMITTALS

A. The DBF shall submit to the CITY for preliminary approval of the construction materials selected and shall furnish to the CITY shop drawings for review. Shop drawings shall illustrate all dimensions, reinforcements, joint details, materials, and material specifications.
B. The DBF shall submit a certificate from the equipment manufacturer stating that the installation of the equipment is satisfactory, that the equipment is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication, and care of each unit.
C. DBF shall submit a complete wiring schematic for the pump station package.
D. Concrete Protection:
    1. The DBF shall submit for review a detailed CAD drawing for each type of structure to be used on the project. These drawings shall detail the precast structure, per the design specified for the project, and shall show the concrete protective liner's placement on the structure's interior wall surfaces, at the construction joints, at pipe and other conduit connections, and at the adjustment area between the precast structure and the ring and cover.
    2. The DBF shall provide, upon request, detailed thermo-welding and weld testing procedures, and supply to the CITY, upon request, a copy of the liner manufacturer's certification of training for those personnel performing the welding.

PART 2 – PRODUCTS

GENERAL REQUIREMENTS FOR WET WELL

A. Wet well shall be constructed at the location shown and to the dimensions and depths indicated on the plans. DBF to determine final sizing, depth and capacity of wet well. No additional compensation will be provided for larger wet well or vaults

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if required.

B. The wet well shall be precast concrete. The base and three (3) feet of the wall shall be cast monolithically. The remaining wall sections shall be cast with wall sleeves for appurtenances located as shown. The top shall be precast with vent and access hatch required.

C. Holes for sewer and force main piping shall be 4 inches larger than the outside diameter of the respective pipe. Holes for power cables and control wiring shall be one inch larger than the outside diameter of respective rigid conduit. After pipe is set the void space shall be completely filled with cement mortar and struck smooth. The waterproof hydraulic cement mortar shall be used to provide a leakproof seal around the pipe.

D. Wetwell Interior shall be coated with one of the following options:
   1. 2 coats of 15 MILS (DFT) each, of a Bitumastic coating (30 MILS DFT, Total). Bitumastic Coating shall be Carboline (Koppers) or approved Equal
   2. Sprayed with high build, moisture tolerant, chemical resistant epoxy coating designed to be applied on dry or damp concrete surfaces and yielding a hard durable chemical resistant finish to a pH of 1.0. Epoxy Coating shall be BASF Sewer Guard HBS 100, or other approved material on the BCWWS approved materials list.
      a. Apply material using a 30:0 or 45:1 airless sprayer to a minimum dry thickness of 60 MILS in two (2) 30 MILS coats.

E. Wetwell and Valve Vault exterior shall be coated with two (2), 10MILS (DFT) each coat of a Bitumastic coating (20 MILS Total DFT). Bitumastic coating shall be Carboline (Koppers) 300M or approved equal.

F. The valve vault shall be precast. The top shall be the hatch as indicated in the standard details. The walls shall be constructed subsequent to completion of the piping installation.

G. Valve Vault interior surfaces shall be coated with 100% solids polyamine epoxy specifically designed for wastewater immersion and low permeation to H2S gas. Material shall be TNEMEC PERMA-GLAZE, Series 435, or approved equal, applied to two (2) coats, 15.0 MILS (DFT) each, (30.0 MILS DFT, Total). Final color is to be beige. Surface preparation, priming and application shall be in accordance with the more stringent of the manufacturer’s recommendations or BCWWS specifications.

H. Ductile iron shall conform to AWWA C 151. Ductile Iron Pipes and Fittings exterior surfaces shall be coated with a 100% polyamine epoxy specifically design for wastewater immersion and low permeation to H2S gas. Material shall be TNEMEC PERMA-GLAZE, Series 435, or approved equal. It shall be applied in two (2) coats of 20 MILS (DFT) each (40 MILS Total DFT). Valves shall receive only the final 20 MILS (DFT) coat. Final color is to be beige. Surface preparation, priming and application shall be in accordance with the more stringent of the manufacturer’s recommendations or BCWWS specifications.

I. Ductile Iron Pipes and Fittings interior shall be coated with 40 MILS (DFT) of Protecto 401 or approved equal. Surface preparations and application shall be in accordance with the manufacturer’s recommendations. Certification of the manufacturer shall be provided.

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A. The pumps shall be submersible type. Operational characteristics shall be as shown on the plans. The pumps shall alternate in service and operate in accordance with the sequence outlined on the plans. Sealed mercury switches shall be used for actuation. Furnish and install three submersibles non-clog wastewater pumps for each lift station.

B. Each pump shall have a capacity of at least 90 hp and run with a 480 volts configuration. DBF responsible for verifying ultimate pump size and capacity at no additional cost. The power cable shall be sized according to NEC and ICEA standards. An adequate length of multiconductor submersible cable (SUBCAB) will be used to convey pump monitoring device signals between control panel and submersible pumps. The pump shall be supplied with a mating discharge connection and be capable of delivering flow per the operating points defined within the plans. Pump shut off head shall be no less than 52 feet. Each pump shall be fitted with adequate length of lifting chain or stainless-steel cable. The working load of the lifting system shall be 50% greater than the pump unit weigh.

C. Pump Design

1. The DBF shall design the pump intake in accordance with Hydraulic Institute standard 9.8, Rotodynamic Pumps for Pump Intake Design.
    a. Operating range shall be 40% to 120% of the flow at the best operating point for each scenario.
    b. Pumps shall operate within the allowable operating range for all conditions and operate within the preferred operating range for design conditions.
    c. Single pump operation shall be able to meet minimum flow requirements with no more than 50% turndown on VFDs
    d. NPSH available shall be a minimum of 1.5 greater than NPSHA required at design points
2. The pump should be no less than 90 hp, using two pumps at the same time to handle the flow that ranges between 555 and 1950 gpm with a pressure value at the connection point that ranges from 15 to 45 psi. Values provided are preliminary. DBF shall verify flows and calculate current and future flows to determine the most efficient pump motor for the project at no additional cost.
3. The pump(s) shall be capable of handling raw, unscreened sewage. The design shall be such that the pump unit will be automatically and firmly connected to the discharge piping when lowered into place on its mating discharge connection, permanently installed in the wet well. The pump shall be easily removable for inspection or service, requiring no bolts, nuts or other fastenings to be disconnected. For this purpose, there shall be no need for personnel to enter the wet well. Each shall be fitted with a stainless-steel chain of adequate strength and length to permit raising and lowering the pump for inspection or removal. The pump, with its appurtenances and cable, shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 165 feet.

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4. Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring or profile gasket will not be acceptable. The entire weight of the pump/motor unit shall be borne by the pump discharge elbow. No portion of the pump/motor unit shall bear on the sump floor directly or on a sump floor mounted stand. Power and pilot cable supports shall be provided and consist of a wire braid sleeve with attachment loops or tails to connection to the underside of the access frame.

D. Pump Construction

1. All major parts, such as the stator casing, oil casing, and impeller shall be of gray iron. A coating of rubber asphalt paint resistant to sewage shall protect all surfaces coming into contact with sewage. All exposed bolts and nuts shall be of stainless steel.
2. A wear ring system shall be bronze and installed to provide efficient sealing between the volute and impeller. The impeller shall be gray cast iron of non-clogging design, capable of handling solids, fibrous material, heavy sludge, and other matter found in normal sewage applications. The impeller shall be constructed with a long throughlet without acute turns. The impeller shall be dynamically balanced. Static and dynamic balancing operations shall not deform or weaken it. The impeller shall be a slip fit to the shaft and key driven. Non-corroding fasteners shall be used.
3. Each pump shall be provided with a mechanical rotating shaft seal system running in an oil reservoir having separate, constantly hydro-dynamically lubricated lapped seal faces. The (lower) seal unit between the pump and oil chamber shall contain one stationary and one positively driven rotating tungsten-carbide ring. The (upper) seal unit between the oil sump and motor housing shall contain one stationary tungsten-carbide ring and one positively driven rotating tungsten carbide ring. Each interface shall be held in contact by its own spring system supplemented by external liquid pressures. The seals shall require neither maintenance nor adjustment but shall be easily inspected and replaceable. Shaft seals without positively driven rotating members or conventional double mechanical seals with a common single or double spring acting between the upper and lower units, requiring a pressure differential to offset external pressure and effect sealing shall not be considered acceptable nor equal to the dual independent seal system specified. The shaft sealing system shall be capable of operating submerged to depths of, or pressures equivalent to 165 feet. No seal damage shall result from operating the pumping unit out of its liquid environment. The seal system shall not rely upon the pump media for lubrication.
4. A sliding guide bracket shall be an integral part of the pump unit. The volute casing shall have a machined discharge flange to automatically and firmly connect with the cast iron discharge connection, which when bolted to the floor of the sump and discharge line, will receive the pump discharge connecting flange without the need of adjustment, fasteners, clamps or similar devices.

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5. Installation of each pump unit to the discharge connection shall be the result of a simple linear downward motion of the pump unit guide by no less than two 2 inch stainless steel guide bars.
6. No other motion of the pump unit, such as tilting or rotating, shall be required. Sealing of the discharge interface by means of a diaphragm, O-ring or other devices will not be considered acceptable nor equal to a metal-to-metal contact of the pump discharge flange and mating discharge connection specified and required. No portion of the pump unit shall bear directly on the floor of the wet well. There shall be no more than one 90o bend allowed between the volute discharge flange and station piping.
7. The pump motor shall be housed in a water-tight casing and shall have moisture resistant Class F 155o insulation. The motor shall be NEMA Design B and designed for continuous duty.
8. The cable entry water seal design shall be such that precludes specific torque requirements to insure a watertight and submersible seal. Epoxies, silicones or other secondary sealing systems shall not be required or used. The cable entry junction box and motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the motor interior from foreign materials gaining access through the pump top.
9. Pump motor cable installed shall be suitable for submersible pump applications and this shall be indicated by a code or legend permanently embossed on the cable. Cable sizing shall conform to NEC specifications for pump motors and shall be of adequate size to allow motor voltage conversion without replacing the cable. Motor electrical cables shall be of sufficient length to extend from the motor to the above ground disconnect switch unspliced.
10. All mating surfaces of major parts shall be machined and fitted with nitrile O-rings where watertight sealing is required. Machining and fitting shall be such that sealing is accomplished by automatic compression in 2 planes and O-ring contact made on four surfaces, without the requirement of specific torque limits to affect this. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered adequate nor equal.
11. Tolerances of all parts shall be such that allows replacement of any part without additional machining required to ensure sealing as described above. No secondary sealing compounds, greases or other devices shall be used.
12. Each unit shall be provided with an adequately designed cooling system. Thermal radiators integral to the stator housing, cast in one unit, are acceptable. Where water jackets alone or in conjunction with radiators are used, separate circulation shall be provided. Cooling media channels and ports shall be non-clogging by virtue of their dimensions. Provision for external cooling and flushing shall be provided.
13. Integral thermal sensors shall not be a requirement on any unit without a water jacket. Thermal sensors shall be used to monitor stator temperatures on any unit with a water jacket. There shall be one for each phase group in the motor. These shall be used in conjunction with and supplemental to external motor over current protection and available at the control panel.

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14. All units of 100 HP or more shall have thermal sensors monitoring bearing temperatures in addition to the motor thermal sensors described above. Bearing thermal monitors shall be independent of the motor sensors and available at the control panel circuitry to effect alarm and/or shut down functions.

E. Pump Test
1. The pump manufacturer shall perform the following inspections and tests on each pump before shipment from factory.
a. Impeller, motor rating and electrical connections shall first be checked for compliance to the customer's purchase order.
b. A motor and cable insulation test for moisture content or insulation defects.
c. Prior to submergence, the pump shall be run dry to establish correct rotation and mechanical integrity.
d. The pump shall be run for 30 minutes submerged, a minimum of 6 feet under water.
e. After operational test (item d), the insulation test (item b) is to be performed again.
f. Test shall consist of checking the unit at its noted speeds for head capacity, efficiency, and brake horsepower at a number of points to properly establish the performance curve.
2. A certified written test report and performance curve stating the foregoing have been done shall be supplied with each pump at the time of shipment.
3. The pump cable end will then be fitted with a shrink fit rubber boot to protect it prior to electrical installation.

F. Pump Warranty
1. The pump manufacturer shall fully warrant the units being supplied to the CITY against defects in workmanship and materials. Full replacement within 5-years (not a prorated warranty) under normal use, operation, and service. The warranty shall be in printed form, include a warranty schedule, and apply to all similar units.

G. Documentation
1. Standard drawings supplied shall include pump outlines, controls, access frames and typical installation guides. Each station shall be supplied with installation and maintenance manuals and pump parts lists for the pumps installed. Electrical control wiring diagrams shall accompany each control.

H. Spare Parts
1. DBF shall furnish one pump complete with parts necessary for its installation. The pump shall be delivered to CITY still in crates.

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A. All work shall be in conformance with the National Electric Code, National Electrical Manufacturers Association, National Fire Protection Association, Institute of Electrical and Electronics Engineers, American National Standards Institute,

Occupational Safety & Health Administration, South Florida Building Code, and CITY Standards.

B. Pump Motors:
   1. Electrical Service Specifications
      a. Voltage Tolerance: +10%, - 14%
      b. Frequency Tolerance: +5%
      c. Voltage Balance (Phase to Phase): ±1%
   2. Cable Specifications
      a. All wires and cables shall be of annealed, 98 percent conductivity, soft drawn copper conductors.
      b. All conductors No. 8 AWG and larger shall be stranded.
      c. Type XHHW shall be 600-volt cross-linked polyethylene (XLP) and type THHN/THWN shall be 600 volts as manufactured by the Hi-Tech Company, Rome Cable Corporation, The Okonite Company or approved equal.
      d. Process instrumentation wire shall be 600 volt, PVC or polyethylene insulated, aluminum/polyester tape shielded, polyvinyl chloride jacketed, type “TC” as manufactured by the American Insulated Wire Company, Belden Corporation, “Beldfoil” 9342, or approved equal.
   3. Motor Protection
      a. Motor and power line protection for overload and short circuit conditions must conform to N.E.C. standards, ref. NATIONAL ELECTRIC CODE, 1984 edition, Article 430.
   4. Thermal Protection
      a. The stator is protected by three thermal switches (one per phase) imbedded in the windings. These switches are wired in series and two leads are brought up to the pump terminal board for connection to the control panel. The switches must be connected so that the pump is turned off if the stator overheats.

C. Control Panel
   1. The control panel shall be supplied by the DBF completely factory wired with all necessary motor starters, circuit breakers, etc. for complete operation of the pumps. It shall be of the safety type and components shall bear the label of approval of Underwriters Labs; as well as meeting all applicable requirement of NEMA. The top of the cabinet shall be mounted 6'-0" above the floor, properly aligned and adequately supported independently of the connecting raceways. Each device in the control circuit shall be mounted on a frame with plastic cover mounted on the inside of the door.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation shall be in strict accordance with the manufacturer's instructions and recommendations in the locations shown on the drawings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the manufacturer's recommendations.

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B. Pipe handling. All loading or unloading of pipe, fittings, valves, and accessories shall be done in such a manner so as to avoid damage. The pipe shall not be skidded or rolled against pipe already unloaded.

C. Force mains shall be constructed of ductile iron pipe or PVC plastic pipe as specified on the Plans. Fittings 4 inches and over shall be properly anchored and braced with restrained joints conforming to the details shown in the plans.

D. The interior of all pipes, fittings and other appurtenances shall be kept free of dirt and foreign matter at all times. Pipe shall be flushed clean before valves and other appurtenances are installed.

E. Pipe laying. All pipes shall be laid to line and grade with valves stems plumb. All pipes shall have a minimum cover of 30 inches for DIP pipe and 36 inches for HDPE and PVC pipe.

F. All fittings, encasement and appurtenances shall be incidental to the cost of furnishing and installing the force mains.

G. Concrete Protective Liner

1. The installation of the protective liner into precast wet wells and maintenance access structures shall be accomplished only by a precast concrete manufacturer certified by the liner manufacture, with a minimum of five years of manufacturing experience, and a minimum of five years of experience in the installation of corrosion resistant thermo-plastic sheet liners in concrete structures. Upon request, the liner installer shall provide written certification that the installation is in accordance with the liner manufacturer's installation specifications. Part 2, Paragraph 2.01 of this Section includes further information as it pertains to the lining of the wetwell.
2. Placement of the liner on forms shall conform to the liner manufacturer's written instructions. Only thermo-plastic extrusion welders certified by the liner manufacturer shall perform all shop and field welding. All field thermo-welding shall additionally be performed only by confined space trained, and certified, personnel. A copy of the thermo-welder's certifications shall accompany the submittal.

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A. Before exposure to weather and prior to shop painting, all surfaces shall be thoroughly cleaned, dry and free from all mill-scale, rust, grease, dirt and other foreign matter.

B. All pumps and motors shall be shop primed, with primer compatible with the field painting.

C. All nameplates shall be properly protected during painting.

D. Gears, bearing surfaces and other similar surfaces, which are not to be painted, shall be given a heavy shop coat of grease or other suitable rust-resistant coating. This coating shall be maintained as necessary to prevent corrosion during periods of storage and erection and shall be satisfactory to the CITY up to the time of the final acceptance test.

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A. The primer and paint used in the field shall be products of the same manufacturer as the shop paint to assure compatibility.

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A. The CITY shall have the right to inspect, test or witness tests of all materials or equipment to be furnished under these Specifications, prior to the shipment from the point of manufacture.
B. The CITY shall be notified in writing prior to initial shipment, in ample time so that the CITY can make arrangements for inspection.
C. The CITY or CITY'S representative shall be furnished all facilities, including labor, and shall be allowed proper time for inspection and testing of material and equipment.
D. Materials and equipment shall be tested or inspected as required by the CITY, and the cost of such work shall be included in the cost of the equipment. The DBF shall anticipate that delays may be caused because of the necessity of inspection, testing, and accepting materials and equipment before their use is approved.
E. The services of a factory representative shall be furnished for one (1) day and shall have complete knowledge of proper operation and maintenance to inspect the final installation and supervise a test run of the equipment.
F. Field tests shall not be conducted until such time that the entire installation is complete and ready for testing.

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A. After all pumps have been completely installed, and working under the direction of the manufacturer, conduct in the presence of the CITY such tests that are necessary to indicate that pump efficiency and discharge conform to the Specifications. Field tests shall include all power, water or wastewater, labor, equipment, and incidentals required to complete the field tests.
B. If the pump performance does not meet the Specifications, corrective measures shall be taken or pumps shall be removed and replaced with pumps, which satisfy the conditions, specified.

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A. The DBF shall check all motors for correct lubrication in accordance with manufacturer's instructions. The DBF shall check direction of rotation of all motors and reverse connections, if necessary.

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A. All electrical wiring shall comply with the latest edition of the minimum requirements of the Florida Building Code, National Electric Code, and Underwriters Laboratories. Electrical wiring will also need to meet the requirements listed in Division 16 of the specifications and the drawings.

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PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.2 SCOPE OF WORK

A. The DBF shall furnish and install all piping systems shown and specified, in accordance with the requirements of the Contract Documents. Each system shall be complete with all necessary fittings, hangers, supports, anchors, expansion joints, flexible connectors, valves, accessories, heat tracing, insulation, lining and coating, testing, disinfection, excavation, backfill and encasement, to provide a functional installation.

B. The piping shown is intended to define the general layout, configuration, routing, method of support, pipe size, and pipe type. The mechanical drawings are not pipe construction or fabrication drawings. It is the DBF's responsibility to develop the details necessary to construct all mechanical piping systems, to accommodate the specific equipment provided, and to provide and install all spools, spacers, adapters, connectors, etc., for a complete and functional system.

1.3 RELATED WORK

A. Division 2 as applicable.
B. Section 02200 - Earthwork.
C. Section 02221 - Excavation and Backfilling Utilities
D. Section 02641 – Valves, General

1.4 REFERENCES

A. Codes: All codes, as referenced herein are specified in Section 01090, "Reference Standards".
B. Commercial Standards:

ANSI/ASME B1.20.1	Pipe Threads, General Purpose (inch).
ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and other Special Alloys.
ANSI/AWWA	C100 Ductile Iron Pipe
ANSI/AWWA	C900 Plastic Pipe
ANSI/AWWA	C207 Steel Pipe Flanges for Water Works Service, Sizes 4 inch through 144 inch.
ANSI/AWWA	C606 Grooved and Shouldered Joints.
ANSI/AWS D1.1	Structural Welding Code.
ASTM A 307	Specification for Carbon Steel Bolts and Studs, 6,000 psi Tensile.
ASTM A 325	Specification for High-Strength Bolts for Structural Steel Joints.
ASTM D 792	Test Methods for Specific Gravity and Density of Plastics by Displacement.

ASTM D 2000 Classification System for Rubber Products in Automotive Applications.

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A. The DBF shall submit complete shop drawings and certificates, test reports, affidavits of compliance, of all piping systems, in accordance with the requirements in Section 01340, "Shop Drawings, Product Data and Samples", and as specified in the individual sections. The shop drawings shall include all necessary dimensions and details on pipe joints, fittings, fitting specials, valves, appurtenances, design calculations, and material lists. The submittals shall include detailed layout, spool, or fabrication drawings which show all pipe spools, spacers, adapters, connectors, fittings, and pipe supports necessary to accommodate the equipment and valves provided in a complete and functional system.

B. All expenses incurred in making samples for certification of tests shall be borne by the DBF.

C. The DBF shall submit as part of the shop drawings a certification from the pipe fabricator stating that all pipes that are fabricated are subject to a recognized Quality Control Program. An outline of the program shall be submitted to the CITY for review prior to the fabrication of any pipe.

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A. Inspection: All pipes shall be subject to inspection at the place of manufacture. During the manufacture of the pipe, the CITY shall be given access to all areas where manufacturing is in progress and shall be permitted to make all inspections necessary to confirm compliance with the Specifications.

B. Tests: Except where otherwise specified, all materials used in the manufacture of the pipe shall be tested in accordance with the applicable Specifications and Standards.

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A. Where the assistance of a manufacturer's service representative is advisable, in order to obtain perfect pipe joints, supports, or special connections, the DBF shall furnish such assistance at no additional cost to the OWNER.

[illegible]

A. All piping materials, fittings, valves, and accessories shall be delivered in a clean and undamaged condition and stored off the ground, to provide protection against oxidation caused by ground contact. All defective or damaged materials shall be replaced with new materials.

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A. After completion of the work, all remaining pipe cuttings, joining and wrapping materials, and other scattered debris, shall be removed from the site. The entire piping system shall be handed over in a clean and functional condition.

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PART 2 PRODUCTS

2.01 GENERAL

A. All pipes, fittings, and appurtenances shall be furnished in accordance with the requirements of the applicable Sections of Division 2 and as specified herein.

B. Lining: All requirements pertaining to thickness, application, and curing of pipe lining, are in accordance with the requirements of the applicable Sections of Division 2, unless otherwise specified.

C. Coating: All requirements pertaining to thickness, application, and curing of pipe coating, are in accordance with the requirements of the applicable Sections of Division 2, unless otherwise specified. Pipes above ground or in structures shall be field-painted as directed by the CITY.

D. Grooved Piping Systems: Piping systems with grooved joints and fittings may be provided in lieu of screwed, flanged, welded, or mechanical joint systems for ductile iron yard piping. (All piping above and below ground within the property limits of treatment plants, pump stations, and similar installations). All grooved couplings on buried piping must be bonded. To assure uniform and compatible piping components, all grooved fittings, couplings, and valves shall be from the same manufacturer. The DBF shall make the coupling manufacturer responsible for the selection of the correct style of coupling and gasket for each individual location.

2.02 FLANGES, BLIND FLANGES, AND BOLTS

A. Flanges: Where the design pressure is 150 psi or less, flanges shall conform to either ANSI/AWWA C207 Class D or ANSI B16.5 150-lb class. Where the design pressure is greater than 150 psi, up to a maximum of 275 psi, flanges shall conform to ANSI/AWWA C207 Class E, Class F, or ANSI B16.5 150-lb class. However, AWWA flanges shall not be exposed to test pressure greater than 125 percent of rated capacity. For higher test pressures, the next higher rated AWWA flange or an ANSI-rated flange shall be selected. Where the design pressure is greater than 275 psi up to a maximum of 700 psi, flanges shall conform to ANSI B16.5 300-lb class. Flanges shall have flat faces and shall be attached with boltholes straddling the vertical axis of the pipe unless otherwise shown. Attachment of the flanges to the pipe shall conform to the applicable requirements of ANSI/AWWA C207. Flanges for miscellaneous small pipes shall be in accordance with the standards specified for these pipes.

B. Blind Flanges: Blind flanges shall be in accordance with ANSI/AWWA C207, or with the standards for miscellaneous small pipes. All blind flanges for pipe sizes 12 inches and over shall be provided with lifting eyes in form of welded or screwed eyebolts.

C. Flange Coating: All machined faces of metal blind flanges and pipe flanges shall be coated with a temporary rust-inhibitive coating to protect the metal until the installation is completed.

D. Flange Bolts: All bolts and nuts shall conform to pipe manufacturers recommendations. Studs and bolts shall extend through the nuts a minimum of 1/4-inch. All-thread studs shall be used on all valve flange connections, where space restrictions preclude the use of regular bolts.

E. Insulating Flanges: Insulated flanges shall have boltholes 1/4-inch diameter

greater than the bolt diameter.

F. Insulating Flange Sets: Insulating flange sets shall be provided where shown. Each insulating flange set shall consist of an insulating gasket, insulating sleeves and washers and a steel washer. Insulating sleeves and washers shall be one piece when flange bolt diameter is 1-1/2-inch or smaller and shall be made of acetal resin. For bolt diameters larger than 1-1/2-inch, insulating sleeves and washers shall be 2-piece and shall be made of polyethylene or phenolic. Steel washers shall be in accordance with ASTM A 325. Insulating gaskets shall be full-face.

G. Insulating Flange Manufacturers, or approved equal:
1. JM Red Devil, Type E;
2. Maloney Pipeline Products Co., Houston;
3. PSI Products, Inc., Burbank, California.

H. Flange Gaskets: Gaskets for flanged joints shall be full-faced, 1/16-inch thick compressed sheets of aramid fiber base, with nitrile binder and non-stick coating, suitable for temperatures to 700 degrees F, a pH of one to eleven, and pressures to 1000 psi. Blind flanges shall have gaskets covering the entire inside face of the blind flange and shall be cemented to the blind flange. Ring gaskets shall not be permitted.

I. Flange Gasket Manufacturers, or approved equal:
1. John Crane, style 2160;
2. Garlock, style 3000.

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A. General: Threaded insulating bushings, unions, or couplings, as appropriate, shall be used for joining threaded pipes of dissimilar metals and for piping systems where corrosion control and cathodic protection are involved.

B. Materials: Threaded insulating connections shall be of nylon, Teflon, polycarbonate, polyethylene, or other non-conductive materials, and shall have ratings and properties to suit the service and loading conditions.

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A. General: Cast mechanical-type couplings shall be provided where shown. The couplings shall conform to the requirements of ANSI/AWWA C606. All gaskets for mechanical-type couplings shall be compatible with the piping service and fluid utilized, in accordance with the coupling manufacturer's recommendations. The wall thickness of all grooved piping shall conform with the coupling manufacturer's recommendations to suit the highest expected pressure. To avoid stress on equipment, all equipment connections shall have rigid-grooved couplings, or harness sets in sizes where rigid couplings are not available, unless thrust restraint is provided by other means. The DBF shall have the coupling Manufacturer's service representative verify the correct choice and application of all couplings and gaskets, and the quality of work, to assure a correct installation.

B. Couplings for Steel Pipe, Manufacturers, or approved equal:
1. Gustin-Bacon (banded or grooved);
2. Victaulic Style 41 or 44 (banded, flexible);
3. Victaulic Style 77 or 07 (grooved).

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C. Ductile Iron Pipe Couplings, Manufacturers, or approved equal:
   1. EBAA Iron
   2. Romac.
   3. Sigma
   Note: Ductile iron pipe couplings shall be furnished with flush seal gaskets.

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A. Construction: Sleeve-type couplings shall be provided where shown, in accordance with ANSI/AWWA C219 unless otherwise specified, and shall be of steel with steel bolts, without pipe stop, and shall be of sizes to fit the pipe and fittings shown. The middle ring shall be not less than 1/4-inch in thickness and shall be either 5 or 7 inches long for sizes up to and including 30 inches and 10 inches long for sizes greater than 30 inches, for standard steel couplings, and 16 inches long for long-sleeve couplings. The followers shall be single-piece contoured mill section welded and cold expanded as required for the middle rings. They shall be of sufficient strength to accommodate the number of bolts necessary to obtain adequate gasket pressures without excessive rolling. The shape of the follower shall be of such design as to provide positive confinement of the gasket. Buried sleeve-type couplings shall be epoxy-coated at the factory as specified.

B. Pipe Preparation: The ends of the pipe, where specified or shown, shall be prepared for flexible steel couplings. Plain ends for use with couplings shall be smooth and round for a distance of 12 inches from the ends of the pipe, with outside diameter not more than 1/64-inch smaller than the nominal outside diameter of the pipe. The middle ring shall be tested by cold-expanding a minimum of one percent beyond the yield point, to proof-test the weld to the strength of the parent metal. The weld of the middle ring shall be subjected to air test for porosity.

C. Gaskets: Gaskets for sleeve-type couplings shall be rubber-compound material that will not deteriorate from age or exposure to air under normal storage or use conditions. Gaskets for wastewater and sewerage applications shall be Buna "N," grade 60, or equivalent suitable elastomer. The rubber in the gasket shall meet the following specifications:
   1. Color - Jet Black
   2. Surface - Non-blooming
   3. Durometer Hardness - 74 ± 5
   4. Tensile Strength - 1000 psi Minimum
   5. Elongation - 175 percent Minimum

D. The gaskets shall be immune to attack by impurities normally found in water or wastewater. All gaskets shall meet the requirements of ASTM D 2000, AA709Z, meeting Suffix B13 Grade 3, except as noted above. All gaskets shall be compatible with the piping service and fluid utilized.

E. Insulating Couplings: Where insulating couplings are required, both ends of the coupling shall have a wedge-shaped gasket which assembles over a rubber sleeve of an insulating compound in order to obtain insulation of all coupling metal parts from the pipe.

F. Restrained Joints: All sleeve-type couplings on pressure lines shall be harnessed

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unless thrust restraint is provided by other means. Harnesses shall be in accordance with the requirements of the appropriate reference standard, or as shown.

G. Manufacturers or Equal:
   1. JCM Industries
   2. Hymax
   3. Smith-Blait

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A. Flexible connectors shall be installed in all piping connections to engines, blowers, compressors, and other vibrating equipment, and where shown. Flexible connectors for
service temperatures up to 180 degrees F shall be flanged, reinforced Neoprene or Butyl spools, rated for a working pressure of 40 to 150 psi, or reinforced, flanged duck and rubber, as best suited for the application. Flexible connectors for service temperatures above 180 degrees F shall be flanged braided stainless-steel spools with inner, annular, corrugated stainless steel hose, rated for minimum 150 psi working pressure, unless otherwise shown. The connectors shall be 9 inches long, face-to-face flanges, unless otherwise shown. The manufacturer shall approve the final material selection. The DBF shall submit manufacturer's shop drawings and calculations.

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A. All piping subject to expansion and contraction shall be provided with sufficient means to compensate for such movement, without exertion of undue forces to equipment or structures. This may be accomplished with expansion loops, bellow-type expansion joints, or sliding-type expansion joints. Expansion joints shall be of stainless steel, monel, rubber, or other materials, best suited for each individual service. The DBF shall submit detailed calculations and manufacturer's shop drawings, guaranteeing satisfactory performance of all proposed expansion joints, piping layouts showing all anchors and guides, and information on materials, temperature and pressure ratings.

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A. All pipe threads shall be in accordance with ANSI/ASME B1.20.

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A. All pipes, fittings, and appurtenances shall be installed in accordance with the requirements of the applicable Section of Divisions 2. The lining manufacturer shall take full responsibility for the complete, final product and its application. All pipe ends and joints at screwed flanges shall be epoxy-coated, to assure continuous protection.
B. Where core drilling is required for pipes passing through existing concrete, core drilling locations shall be determined by radiograph of concrete construction to avoid damage to embedded raceways and rebars.
C. All exposed piping shall be painted. All piping to be painted shall be color coded in

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accordance with OWNER's standard color code. Color samples shall be submitted to CITY for final color selection.

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the water distribution and wastewater transmission system work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

1.02 DESIGN BUILD FIRM RESPONSIBILITIES

A. The DBF shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, epoxy coating, installing, adjusting, and testing of all valves and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents. Where buried valves are shown, the DBF shall furnish and install valve boxes to grade, with covers, extensions, and position indicators.

B. The provisions of this Section shall apply to all valves and valve operators specified in the various Sections and Division 2 of these Specifications except where otherwise specified in the Contract Documents. Valves and operators in particular locations may require a combination of units, sensors, limit switches, and controls specified in other Sections of these Specifications.

1.03 RELATED WORK

A. Section 02221 - Excavation and Backfilling for Utilities

B. Section 02610 - Piping, General

1.04 REFERENCES

A. Codes: All codes, as referenced herein, are specified in Section 01090, "Reference Standards".

B. Commercial Standards:

ANSI B16.1	Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.
ANSI B16.5	Pipe Flanges and Flanged Fittings, Steel Nickel Alloy and Other Special Alloys.
ANSI/ASME B31.1	Power Piping.
ASTM A 36	Specification for Structural Steel.
ASTM A 48	Specification for Gray Iron Castings.
ASTM A 126	Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
ASTM A 536	Specification for Ductile Iron Castings.
ASTM B 61	Specification for Steam or Valve Bronze Castings.
ASTM B 62	Specification for Composition Bronze or Ounce Metal Castings.
ASTM B 148	Specification for Aluminum-Bronze Castings.
ASTM B 584	Specification for Copper Alloy Sand Castings for General Applications.
ANSI/AWWA C500	Gate Valves for Water and Sewerage Systems.
ANSI/AWWA C502	Dry-Barrel Fire Hydrants.

ANSI/AWWA C503	Wet-Barrel Fire Hydrants.
ANSI/AWWA C504	Rubber-Seated Butterfly Valves.
ANSI/AWWA C507	Ball Valves 6 Inches Through 48 Inches.
ANSI/AWWA C508	Swing-Check Valves for Waterwork Service, 2 Inches Through 24 Inches NPS.
ANSI/AWWA C509	Resilient-Seated Gate Valves for Water and Sewage Systems.
ANSI/AWWA C511	Reduced-Pressure Principle Backflow-Prevention Assembly.
ANSI/AWWA C550	Protective Interior Coatings for Valves and Hydrants.
SSPC-SP-2	Hand Tool Cleaning.
SSPC-SP-5	White Metal Blast Cleaning.

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A. Shop Drawings: Shop drawings of all valves and operators including associated wiring diagrams and electrical data, shall be furnished as specified in Section 01340, "Shop Drawings, Product Data and Samples".
B. Valve Labeling: The DBF shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed wording for the label.

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A. Valve Testing: Unless otherwise specified, each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
B. Bronze Parts: Unless otherwise specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62, or where not subject to dezincification, to ASTM B 584.
C. Certification□□Prior to shipment, the DBF shall submit for all valves over 12 inches in size, certified, notarized copies of the hydrostatic factory tests, showing compliance with the applicable standards of AWWA, ANSI, ASTM, etc.

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A. General: The DBF shall furnish all valves, gates, valve-operating units, stem extensions, and other accessories as shown or specified. All valves and gates shall be new and of current manufacture. All shut-off valves, 6-inch and larger, shall have operators with position indicators. Where buried, these valves shall be provided with valve boxes and covers containing position indicators, and valve extensions. Shut-off valves mounted higher than 5 feet-6 inches above working level shall be provided with chain operators.
B. Valve Flanges: The flanges of valves shall be in accordance with Section 02610, "Piping, General".
C. Gate Valve Stems: Where subject to dezincification, gate valve stems shall be of bronze conforming to ASTM B 62, containing not more than 5 percent of zinc nor more than 2 percent aluminum. Gate valve stems shall have a minimum tensile strength of 60,000 psi, a minimum yield strength of 40,000 psi, and an elongation

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of at least 10 percent in 2 inches, as determined by a test coupon poured from the same ladle from which the valve stems to be furnished are poured. Where dezincification is not a problem, bronze conforming to ASTM B 584 may be used.

D. Protective Coating: Except where otherwise specified, ferrous surfaces, exclusive of stainless steel surfaces, in the water passages of all valves 4-inch and larger, as well as the exterior surfaces of all submerged valves, shall be coated with 2 part thermal setting epoxy coatings. Flange faces of valves shall not be epoxy coated. The valve manufacturer shall certify in writing that such coating has been applied and tested in the manufacturing plant prior to shipment, in accordance with these Specifications.

E. Valve Operators: Where shown, certain valves and gates shall be furnished with electric operators, provided by the valve or gate manufacturer. The same manufacturer shall furnish all operators of a given type. Where different manufacturers supply these operators, the DBF shall coordinate their selection to provide uniformity of each type of electric operator. All valve operators, regardless of type, shall be installed, adjusted, and tested by the valve manufacturer at the manufacturing plant.

F. Valve Labeling: Except when such requirement is waived by the ENGINEER in writing, a label shall be provided on all shut-off valves exclusive of hose bibbs and chlorine cylinder valves. The label shall be of 1/16-inch plastic or stainless steel, minimum 2 inches by 4 inches in size, and shall be permanently attached to the valve or on the wall adjacent to the valve as directed by the ENGINEER. Valve labels shall be photographed and marked on the As-Built Drawings. Valves are also required to have an Identification Marker in accordance with the Contract Documents.

G. Nuts and Bolts: All nuts and bolts on valve flanges and supports shall be in accordance with manufacturers recommendations. Where submerged or buried, all nuts and bolts on valve flanges and valve bodies shall be stainless steel.

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A. All buried gate valves shall be of the inside screw, non-rising stem type. Valves shall be capable of being repacked under line pressure. Valves 14-inch and larger installed on vertical pipes with their stems horizontal shall be fitted with bronze slides, tracks, rollers, and scrapers to assist the travel of the gate assembly. Quick opening valves shall have quick opening levers and cams in lieu of handwheel operators.

B. Knife Gate Valves.

1. Knife gate valves shall be provided with raised face and resilient seats for positive seating. Wetted parts shall be constructed of Type 316 stainless steel. Gates shall be finish-ground on both sides to prevent packing or seat damage. Valves 2 to 4 inches in size shall be furnished with cast stainless steel bodies; valves 6 to 24 inches in size shall be furnished with cast semi-steel bodies with stainless steel linings. Valve ends shall be of the flanged or wafer design, as shown. Gate guides and jams shall be steel. Actuator shall be handwheel. Port design shall be full-round.
2. Manufacturers or approved equal:
   a. Red Valve Company Inc.;

b. DeZurik Corporation
c. Fabri-Valves;
d. Rovang, Inc.

C. Resilient-Seated Gate Valves

3. Resilient-seated gate valves conforming to ANSI/AWWA C509 shall be provided. Resilient-seated gate valves shall have cast iron bodies with flanged, bell, or mechanical joint ends, rubber-coated cast iron disc, flanged bonnet, bronze stem, O-ring seals, and operators with handwheel or square nut, unless otherwise shown. Rubber and rubber composition materials (EPDM) shall be suitable for use in water chlorine or chloramines and in sanitary sewage.

Manufacturers or approved equal:

a. Clow Valve Co.;
b. Kennedy Valve;
c. Mueller Company;
d. M&H Valve

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A. Equipment Requirements: Plug valves shall be of the non-lubricated, eccentric type with resilient faced plugs, port areas shall be 100% of full pipe area regardless of the size. The body shall be of semi-steel (ASTM A-126 C1.B) and shall have bolted bonnet, which gives access to the intervals of the valve. Seats shall be welded overlay of high nickel content, or a stainless-steel plate locked in the body cavity. If a plate is used, it shall be replaceable through the bonnet access. Bearings shall be permanently lubricated of stainless steel, bronze or teflon lined, fiberglass backed duralon. Bearing areas shall be isolated from the flow with grit seals. Valves shall have packing bonnets where the shaft protrudes from the grit seals. Valves shall have packing bonnets where the shaft protruded from the valve and the packing shall be self-adjusting chevron type, which can be replaced without removing the bonnet. All nuts, bolts, springs and washers shall be stainless steel.

B. Valves shall be designed for a working pressure of 150 PSI. The valve and actuator shall be capable of satisfactory operation in either direction of flow against pressure drops up to and including 100 PSI (for plug valves over 12 inches in diameter). Valves shall be bubble tight in both directions at 100-psi differential.

C. Plug valves over 12 inches in diameter shall have worm gear operators. The operating mechanism shall be for buried service with a 2-inch square-operating nut.

D. Plug valves are to be installed with the sear pointed towards the upstream flow, when specified.

E. Manufacturers or approved equal:

1. Val-Matic.
2. DeZurik Corporation.
3. Clow Valve Co.
4. American

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A. General Requirements: Unless otherwise specified or shown, general purpose ball valves in sizes up to 4-inch shall have manual operators with lever or handwheel. Ferrous surface of 4-inch valves, which will be in contact with water, shall be epoxy-coated. All ball valves shall be of best commercial quality, heavy-duty construction.
B. Body: All ball valves up to 1-1/2 inch (incl.) in size shall have bronze or forged brass 2- or 3-piece bodies with screwed ends for a pressure rating of not less than 300 psi WOG (water-oil-gas). Valves 2-inch to 4-inch in size shall have bronze forged brass or steel 2- or 3-piece bodies with flanged ends for a pressure rating of 125 psi or 150 psi.
C. Balls: The balls shall be solid brass or chrome plated bronze, or stainless steel, with large or full openings.
D. Stems: The valves seats shall be of Polytetrafluoroethylene (PTFE) or Buna N, for bi-directional service and easy replacement.
E. Manufacturers or approved equal:
    1. Jamesbury Corporation;
    2. Jenkins Bros.;
    3. Lunkenheimer Flow Control;
    4. Wm. Powell Company;
    5. Worcester Controls;
    6. Valve Primer Corporation.

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A. General: Swing check valves for water, sewage, sludge, and general service shall be of the outside lever and spring or weight type, in accordance with ANSI/AWWA C 508 - Swing-Check Valves for Waterworks Service, 2-inch through 24-inch NPS, unless otherwise indicated, with full-opening passages, designed for a water-working pressure of 150 psi. They shall have a flanged cover piece to provide access to the disc.
B. Body: The valve body and cover shall be of cast iron conforming to ASTM A 126, with flanged ends conforming to ANSI B 16.1, or mechanical joint ends, as shown.
C. Disc: The valve disc shall be of cast iron, ductile iron, or bronze conforming to ASTM B 62.
D. Seat and Rings: The valve seat and rings shall be of bronze conforming to ASTM B 62 or B 148, or of Buna-N.
E. Hinge Pin: The hinge pin shall be of bronze or stainless steel.
F. Manufacturers or approved equal:
    1. American
    2. Clow

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A. Air and Vacuum Valves: Air and vacuum valves shall be capable of venting large quantities of air while pipelines are being filled and allowing air to re-enter while pipelines are being drained. They shall be of the size shown, with flanged or screwed ends to match piping. Bodies shall be of high-strength cast iron. The float, seat, and all moving parts shall be constructed of Type 316 stainless steel.

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Seat washers and gaskets shall be of a material insuring water tightness with a minimum of maintenance. Valves shall be designed for minimum 150-psi water-working pressure, unless otherwise shown.

B. Air-Release Valves: Air-release valves shall vent accumulating air while system is in service and under pressure and be of the size shown and shall meet the same general requirements as specified for air and vacuum valves except that the vacuum feature will not be required. They shall be designed for a minimum water-working pressure of 150 psi, unless otherwise shown.

C. Combination Air Valves: Combination air valves shall combine the characteristics of air and vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air while a system is being filled or drained, respectively. They shall have the same general requirements as specified for air and vacuum valves.

D. Manufacturers or approved equal:
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A. Unless otherwise shown, corporation stops shall be made of brass alloy for key operation, with screwed ends with corporation thread or iron pipe thread, as required. AWWA taper thread for inlet thread and compression type fittings for outlet.

B. Manufacturer or approved equal:
   1. Ford Meter Box Company;
   2. Cambridge Brass;
   Mueller Company.

C. Electric Motor Operators
   1. All motorized valves shall be furnished by the DBF through the valve manufacturers as a complete package. Motor driven valve operators shall be furnished and installed in accordance with the applicable requirements shown on the process and instrumentation diagrams and electrical elementary diagrams. Operators shall comply with AWWA requirements for electrical operators.
   2. Electric operators including the motor, all required gearing, integral continuous duty rated reversing starter, AC line surge suppressors, controls and switches shall be as manufactured by Rotork, Limitorque, EIM; or approved equal.
   3. The motorized operators for modulating service shall be furnished with an integral position indicator/transmitter/controller. The above unit shall be internally powered, factory calibrated and furnished with adjustable zero, span, gain and deadband controls.
   4. The position indicator/transmitter shall provide a linear, isolated, 4-20 mA, 24 VDC output to remote instrumentation and controls proportional to 0-100 percent travel span. An external DC power source shall not be required.
   5. The position controller shall accept a linear 4-20 mA, 24 VDC input signal proportional to 0-100 percent travel span and shall generate appropriate outputs to the reversing starter to open/close the valve until the desired

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portion has been reached as determined by the position feedback signal to the position controller. Input signal isolation shall be provided.

6. The controller shall be furnished with circuitry to "lock in the last position" upon loss of control signal. DBF shall be responsible for proper transmitter/controller calibration in accordance with the manufacturer's recommendations.
7. Operator capacity shall be adequate to continuously operate the valve under all operating conditions. Unless otherwise indicated, or specified, motor operators shall be furnished complete with motors, limit switch operating mechanisms, travel limit switches, torque switches, transmitters, controllers, starters, lightening and surge suppression, terminal blocks, gear reducers, handwheel, gearing, necessary components, and incidental accessories as follows:
   a. All phases of the power supply shall be monitored. The DBF shall de-energize the motor upon detection of single phasing.
   - Logic circuits shall be protected against spurious voltage spikes, using opto-isolators in circuits connected to any remote input or output signals.
8. 8. Enclosure: The starter for 240 volt single phase motor operators and all local devices shall be mounted on a common NEMA 4 and PVC coated cast aluminum enclosure. The enclosure shall be permanently affixed to the valve operator housing.
9. Valve Stops: Valve stops for the operators shall be positive in action. Closing shall be complete, and opening full. Stops shall be field adjustable to the required settings. The torque switches shall prevent any excessive mechanical stress or electrical overloading any direction of travel.
10. Limit switches and gearing shall be an integral part of the motorized valve operator. The limit switch gearing shall be of the intermittent type, totally enclosed in its own gear case, grease lubricated to prevent direct and foreign matter from entering the gear train and shall be made of bronze or stainless steel. Limit switches shall be of the adjustable type capable of being adjusted to trip at any point between the normal position (full open, or full closed) and 75 percent of the travel to the opposite position.
11. Local (Motor) Devices: Local devices shall include, but not be limited to the following:
    a. Torque Switches: Torque switches, responsive to high torque encountered in either direction of travel. A torque switch, which has tripped due to mechanical load, shall not reset when the operator motor has come to a halt.
    - Limit Switches: Travel limit switches, for opening and closing direction of travel. Contract operations shall be as indicated on the Drawings. If not shown on the Drawings, the operator shall be furnished with a minimum of two DPDT switches. All switches shall be furnished with 5-ampere contacts. Switches shall be connected such that when the valve is fully open, or fully closed, the "open" or "close" light shall be illuminated. All limit switch contacts shall be wired out to a terminal strip so that the electrician in the field does not have to connect to the

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switches.

- Local/remote selector switch with phase motor relay and auxiliary to provide dry contacts for collective indication of placement in the "remote" operating mode, the unit is powered, and that all safety/overload interlocks are satisfied to provide the above signal. For further requirements refer to electrical elementary control schematic.
- Open/close push-button for local manual operation (modulating service).
- Position indicator calibrated to 0-100 percent travel span.
- Terminals for remote indication of full open, full closed and overload (torque).

12. Operating Unit Gearing: The actuator shall be double reaction unit with the capability of quickly changing the output speed with a gear change. The power gearing shall consist of generated spur or helical gears of heat-treated steel, and worm gearing where required by the type of operator. Quarter turn or traveling unit operators do not specifically require worm gearing. The worm shall be of hardened alloy steel and the worm gear shall be of alloy bronze. All power gearing shall be grease-lubricated. Ball or roller bearings shall be used throughout for all motor operators. A mechanical dial position indicator to display valve position in percent of valve opening shall be provided. The gearing shall comply with AWWA requirements.
13. Stem Nuts: The actuator for other than quarter turn valves shall have a stem nut of high tensile bronze or other material compatible with the valve stem and suited to the application. The nut arrangement, where possible, shall be of the two-piece type to simplify field replacement. The stem nut for rising stem valves must be capable of being removed from the top of the actuator without removing the actuator from the valve, disconnecting the electrical wiring, or disassembling any of the gearing within the actuator.
14. Manual Operation: A handwheel shall be provided for manual operation. The handwheel shall not relocate during hand operation nor shall a fused motor prevent manual operation.
15. When in manual operating position, the volt motor driven unit will remain in this position until motor is energized at which time the valve operator will automatically return to electric operation and shall remain in motor position until handwheel operation is desired. This movement from motor operation to handwheel operation shall be accomplished by a positive declutching knob or lever, which will disengage the motor and motor gearing mechanically not electrically. Hand operation must be reasonably fast and require no more than 100 lbs. of rim effort at the maximum required torque. It shall not be possible for the unit to be simultaneously in manual and motor operation.
16. 240 Volt Single Phase Motors: All motors on valves shall be designed for 240 volts 1-phase 60 Hz power. The motor shall be specifically designed for valve actuator service and shall be of high torque, squirrel cage reversible, totally enclosed, non-ventilated construction, with motor leads brought into the limit switch compartment without having external piping or conduit box. Motor insulation shall be NEMA Class B with maximum continuous temperature rating of 120˚ C (rise + ambient). Motors shall be sized to have

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a rated running time at the rated running torque of 15 minutes without exceeding the temperature rating of the insulation system. Running load torque shall be not more than 20 percent of the rated seating/unseating torque.

17. Speed-torque curves for the motors and torque calculations for seating, unseating, and running conditions shall be submitted. The maximum valve torque (seating/unseating) shall be less than 50 percent of stall torque or starting torque potential of the motor whichever is greater.
18. Operator Type:
    Type A: Remote set point using a 4-20 mA analog signal
    a. Local Operation
        (1) LOCAL/REMOTE selector
        (2) OPEN/CLOSE push buttons
        (3) Position set-point potentiometer/indicator
        (4) LOCAL accepts local position set point
        (5) OPEN/CLOSE indication
        (6) Fault (torque) indication
    b. Remote operation
        (1) REMOTE - accept a remote 4-20 mA position set-point
        (2) Position transmitter 4-20mA signal to RTU
        (3) Available Ready of Auto to RTU
        (4) Fault torque status to RTU
19. Valve Closure Time: Valve closure time shall be 1 minute.
20. Spare Parts:
    a. DBF shall furnish loose, one unit valve operator, complete with all the devices specified herein and with all the features and characteristics similar to the equipment supplied in this Contract. The spare operator shall be delivered to the OWNER still in crates.

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A. General: Butterfly valves used for 12 inch diameter and larger ONLY. All valves shall meet or exceed ANSI/NSF 61, latest revision. All valves shall meet or exceed AWWA C-504, Class 150B, latest revision. Valves shall open left, or counterclockwise. Buried service valves shall have a 2-inch operating nut.
    1. Body: Body and disc material shall be cast or ductile iron meeting or exceeding ASTM A126 (latest revision) or A536, latest revision. Seat and all rubber material shall be chloramine resistant.
    2. Shaft: Shaft, nuts, screws, and hardware material shall be stainless steel (Type 304 minimum). Valve disc shall be rigidly attached to the shaft to eliminate any relative motion. Shaft shall be offset from the disc and body seats so that they do not intersect. Shafts of 3-inch diameter and smaller shall be one piece through the valve with factory set thruster(s) to center the disc in the seat. Shafts larger than 3 inches diameter shall be stub-shafts rigidly keyed to the disc. Stub-shafts shall be provided with an adjustable thruster(s) to move the disc and shaft assembly positively in either direction to center the disc in the seat

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3. Coating: Except where otherwise specified, interior and exterior ferrous surfaces, exclusive of stainless-steel surfaces, in all valves shall be coated with two-part thermosetting epoxy coating or fusion bonded epoxy coating. Flange faces of valves shall not be epoxy coated. The epoxy shall be suitable for use in potable water, reclaimed water, and wastewater.
4. Manufacturers or approved equal:
   a. Mueller
   - Val-Matic
   - Pratt
   - Clow

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A. General: All valves, gates, operating units, stem extensions, valve boxes, and accessories shall be installed in accordance with the manufacturer's written instructions and as shown and specified. All gates shall be adequately braced to prevent warpage and bending under the intended use. Valves shall be firmly supported to avoid undue stresses on the pipe.

B. Access: All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members or handrails.

C. Valve Accessories: Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the DBF to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.

D. Butterfly Valves: All exposed butterfly valves shall be installed with a means of removing the complete valve assembly without dismantling the valve or operator.

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PART 1 GENERAL

1.01 SUMMARY

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1 (General Requirements) shall govern the WORK under this section.

1.02 DESCRIPTION OF WORK

A. The work under this Section shall consist of furnishing and installing sewer pipes and service connections and/or abandonment of pipelines in place as indicated on the plans and in accordance with these Specifications.

1.03 RELATED WORK

A. Section 02221 - Excavation and Backfilling for Utilities
B. Section 02601 - Subterranean Structures
C. Section 02610 - Piping – General
D. Section 02641 - Valves – General

PART 2 PRODUCTS

2.01 MATERIALS

A. PVC plastic pipe and fittings for gravity sanitary sewers shall be un-plasticized, PVC Plastic Gravity Sewer Pipe conforming to ASTM D 3034 with SDR 26 (minimum pipe stiffness of 115 lbs/in/in) and integral wall bell and spigot joints for conveyance of domestic sewage that shall meet or exceed the requirements of ASTM D3212, latest revision. Sewer pipe, including laterals and fittings shall be of the same material composed of PVC plastic having a cell classification of 12454B or 12454C as defined in ASTM D 1784. Gaskets shall meet the requirements of ASTM F477, latest revision. No solvent welded pipe will be permitted.
   1. In addition to the above requirements, pipe shall also conform to the following tests:
      a. Drop Impact Test in accordance with ASTM D 2444.
      b. Pipe Stiffness Test in accordance with ASTM D2412.
      c. Acetone Immersion Test in accordance with ASTM D 2152.

B. PVC plastic gravity sewer pipe shall be as manufactured by JM Eagle or approved equal. Prior to delivery of PVC plastic pipe to the jobsite, DBF shall furnish the ENGINEER complete data from the manufacturer of the type of PVC pipe and fittings DBF proposes to install.

C. C900 plastic gravity sewer pipe (or SDR 18) shall conform to ANSI/AWWA standard for pipes 4 inch through 12 inch made from class 12454-A or class 12454-B material. C-900 or C-905 plastic gravity sewer pipe will be required to be installed where the depth of installation is 12 foot or deeper. C-900 or C-905 plastic gravity sewer pipe (SDR 18) shall
conform to ANSI/AWWA for pipe 14 inch through 48 inch made from class 12454-B material.

D. Ductile iron pipe shall be epoxy lined and conform to ANSI/AWWA standard C151/A21.51 and C150/A21.50.

E. DIP pipe shall conform with pressure class 350 for 4 inch through 24 inch.

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A. Shop Drawings: Shop drawings of all sanitary sewerage system products and materials shall be furnished as specified in Section 01340, "Shop Drawings, Product Data and Samples"

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A. Pipe Material
   1. Force main shall be Protecto 401 (or approved equal) epoxy lined ductile iron pipe as specified on the plans. All pipes material shall be in accordance with material specified in Section 02610 “Piping General”.

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A. All sewer pipes shall be true to line and grade with bells up grade. The sections of the pipe shall be so laid and fitted together that when complete, the sewer shall have a smooth and uniform invert. The pipe shall be maintained clean. All pipe shall be free from defects. Trenches shall be kept dry while the pipe is being laid.
B. Bedding of the pipe shall consist of well graded ASTM C33 #67 rock or better, requiring the bottom of the trench to be shaped to fit the bottom of the pipe for distance equal to one-half of the outside diameter of the pipe. Bell holes shall be deep enough to ensure proper bearing of the pipe barrel on the bedding.
C. All joints shall be carefully fitted so as to ensure a tight waterproof joint. Joints shall not be covered until approved by the CITY. The exposed end of all pipes shall be protected so as to prevent dirt or other debris from entering the pipe. Pipes shall be thoroughly flushed at the completion of the work.
D. SDR 26 shall be per ASTM D2321 with Class I embedment material.
E. A minimum cover of thirty (30) inches is required for DIP and thirty-six (36) inches for PVC pipe unless otherwise shown on the plan and approved by the CITY.

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A. All connections, which are for future use, shall be properly capped. No pipe shall be cut for connections unless approved by the CITY. Wyes for service connections shall be installed as shown on the plans. The upper end of service connections shall be laid at a depth not less than 36 inches nor more than 48 inches below finish grade elevation, unless specifically noted otherwise on plans. All private property connections shall have a minimum slope of 1%. Additional cleanouts are required on all lateral connections over 75 feet in length. DBF is to take all necessary measures to ensure that all private property connections to existing main are switched over the new sanitary sewer facilities prior to abandonment of existing main.

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A. All sanitary sewer gravity or force mains shown on the drawings to be abandoned in place shall be properly cut and plugged after new mains or services are installed

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and service is properly restored to the homeowner. The pipeline shall be filled with concrete one foot from end of pipe as specified in Division 3 - Concrete, and Section 03010. Excavation, backfill, and restoration shall be executed in accordance with requirements for removing existing and installing new pipelines.

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A. After the joints have been inspected and approved, backfilling may be done until backfilled to one foot over the pipes. Backfilling shall be in accordance with Section 02221 of these Specifications.

B. After backfilling gravity sewers to the pavement rock base, the ENGINEER will "lamp" the lines between MAS. If this alignment is true and no pipes are broken or misaligned, the backfilling shall be completed. After the Engineer has determined that the pipe has been properly backfilled and sufficient time has passed to allow any settlement but not more than 30 days after backfill, a deflection test is to be performed on all sections of gravity pipeline between MAS. Refer to SECTION 02723 for details on sanitary sewer pipe video requirements.

C. Tests for water tightness of gravity sewers shall be made by the DBF in the presence of the ENGINEER. The sewer and connections shall not leak under the normal exterior ground water pressure at a rate in excess of 100 gallons per inch of diameter per mile per 24 hours for any section of line up to 15 inches in diameter. Special consideration shall be given to leakage allowance for sizes larger than 15 inches in diameter. Exfiltration from individual MAS shall not exceed 4 gallons in 24 hours. A maximum run of 3 MAS may be used per test.

D. Where the crown of the pipe is below the natural ground water table at the time and place of testing, the pipe shall be tested for infiltration. Suitable watertight plugs shall be installed and sections of pipe to be tested shall be pumped dry before start of the test. Where the crown of the pipe is above the natural water table, the pipe shall be tested for exfiltration by installing necessary plugs and filling pipes and MAS with water and maintaining a static head of water of two feet above the crown of the pipe during the test. Exfiltration tests shall be conducted on gravity lines, building and house lateral lines, unless waived by the ENGINEER. With sanitary sewers, the water level or internal pressure to be used for exfiltration tests shall be determined by the ENGINEER.

E. All visible leaks, regardless of results of infiltration tests, shall be repaired. All repairs shown necessary by the tests are to be made, broken or cracked pipe replaced, all deposits removed, the sewer left true to line and grade and entirely clean, free from lumps of cement, protruding gaskets, bulkheads, etc., and ready for use before final acceptance is made.

F. Repair of any defects found in the system are to be completed at the expense of the DBF.

G. On sanitary sewers, final infiltration and exfiltration tests shall be made by the DBF at their expense after all limerock base installations are completed and the sewers are cleaned and ready for use.

H. The ENGINEER shall maintain a record showing date and time of inspection, calculation of allowable exfiltration or infiltration and amount of measured

exfiltration or infiltration.

I. DBF will provide video of the sanitary sewer pipe installed. Video review of gravity sanitary sewer pipe will be performed by the ENGINEER and reviewed for compliance with the CITY Sewer Standard Details. First lift of rock must be installed before the gravity sewer pipe is videoed and available for review and approval by the ENGINEER.

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A. Repair and replacement. Any repairs or replacement necessitated by mechanical failure due to faulty materials, improper installation or poor quality of work shall be completed within five (5) days after notification by the ENGINEER. At the expiration of this time, the OWNER shall be entitled to have work done by others at the expense of the DBF. Such repair work done by others shall not void the warranty nor the responsibility of the DBF for the balance of the installation by the DBF.

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PART 1 - GENERAL

1.01 REFERENCE DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. The work included in this section consists of furnishing all labor, supplies equipment and materials necessary to complete the installation of all landscaping as shown on the Plans as base bid including the installation of sod and seeding as shown, as well as all other related responsibilities as described in these Specifications and accompanying plans.

B. Installation: All plant materials included shall be of the specific size and quality indicated on the plans and in these specifications and shall be installed in strict accordance with sound nursery practices and shall include maintenance and watering for all work outlined on the plans and specifications until final acceptance.

C. Quantities and Locations: The CITY reserves the right to adjust the number and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might become necessary.

1.03 RELATED WORK

A. Section 02910 – Sodding

1.04 QUALITY ASSURANCE

A. Responsibility for Assuring Quality Work: The DBF'S Superintendent shall be well versed in Florida plant material, planting operations, blueprint reading, and coordination with other performing contracts or services in the job area.

B. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The DBF shall be responsible for maintaining the quality of the material on the job throughout the duration of the CONTRACT.

C. Correct Grade of Plants: In the event that it becomes apparent that any nursery supplying plants for this work has knowingly and consistently represented the grade of plants as being higher than their actual grades as determined under these provisions, all plants already delivered from such sources shall be removed from the job at the DBF'S expense, and no further plants will be accepted from such nursery until written evidence is submitted and confirmed that all material for delivery has been inspected and approved by inspectors of the State Plant Board as being of the grade as represented.

D. Authority for Nomenclature, Species, Etc.: All plant material shall conform to the names given in Hortus Third, 1976 edition. Names of varieties not included therein conform generally with names accepted in the nursery trade.

E. Grade Standards: All plant materials shall be nursery grown except where specified as collected material, and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants" revised 1973, or with any

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superseding specifications that may be called for on the Plans or in the Specifications. ALL PLANTS NOT LISTED IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, shall conform to a Florida No. 1 as to: (1) Health and Vitality, (2) Condition of Foliage, (3) Root System, (4) Freedom from Pest or Mechanical Damage, (5) Heavily Branched and Densely Foliated according to the accepted normal shape of the species, or sport, (6) Form and branching habit.

F. Balled and Burlapped (B&B) and Wire Balled and Burlapped (WB&B) Plants: These plants shall be properly protected until they are planted. The plant shall be handled only by the earth ball and not be the plant itself.

G. Any (B&B) or (WB&B) plant which shows evidence of having handled by a method other than the method outlined above and resulting in a cracked or broken ball or of the roots being loosened within the ball shall be rejected.

H. For plants grown in soil of loose texture, which does not readily adhere to the root system, (especially in the case of large plant material), WB&B plants may be specified. For WB&B plants, before plant is removed from the hole, sound hog wire shall be placed around the burlapped ball and looped and tensioned until the burlapped ball is substantially packaged by the tightened wire netting, such as to prevent disturbing of the loose soil around the roots during handling. Any wire, synthetic material or chemically treated material will be removed from the rootball at planting time, all ties shall be removed from the rootball and around the trunk at planting.

I. Container Grown Plants (CG): Any Container Grown (CG) plants, which have become "pot bound" or for which the top system is out of proportion (larger) to the size of the container, will not be acceptable.

J. With metal containers, unless the root-ball system slips easily and unbroken from the can, a nursery can-cutter shall be used to slit the can in such a way that the can may be opened fully.

K. CG plants shall not be removed from the can until immediately before planting, and with all due care to prevent damage to the root system.

L. Submit to the CITY the names and locations of nurseries proposed as sources of acceptable plant material. The CITY reserves the right to visit the nursery to inspect and/or select the specified material.

M. The CITY will be included in the hand selecting of all Live Oaks for the project.

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A. Inspection and Transporting: Movement of nursery stock shall comply with all Federal, State, and local laws and regulations. Therefore, required inspection certificates shall accompany each shipment, and shall be filed with the CITY.

B. Wrap root balls with burlap. Wire wraps burlap if root ball is not sufficiently compacted. Palms will not require burlap wrapping if the following requirements are met:

1. Dug from marl or heavy soil that adheres to roots and retains shape without shattering.
2. Moistened material used to cover ball and roots not exposed to wind and sun.
3. Transport material on vehicles large enough to allow plants not to be crowded. Plants shall be covered to prevent wind damage during transit and

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shall be kept moist, fresh and protected at all times. Such protection shall encompass the entire period, which the plants are in transit, being handled, or are in temporary storage.

C. All plant material shall not remain on the work site longer than two (2) days prior to being installed.

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A. Substitutions of plant types or change in the size of plant material will only be permitted upon submission of documented proof that the particular plant type and size specified is not obtainable.

B. Where B&B or WB&B plants are specified, CG plants of the same species, etc., will not be accepted. Where a B&B or WB&B is not specified on a particular plant material, B&B, WB&B or CG plants may be used provided they meet all specifications.

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A. All plant material shall be guaranteed for a minimum of one (1) calendar year from the time of final acceptance.

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A. The guaranteeing of plant material shall be construed to mean the complete and immediate replacement of plant material if it is:

1. Not in a healthy growing condition.
2. There is a question to its survival ability at the end of the guarantee period.
3. It is dead.

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A. Replacement plant material shall be of the same species, quality and grade as that of the plant to be replaced. The size of the replacement shall not necessarily be the same size as the original specified plant at its initial planting but shall closely match specimens of the same species. Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin at time of plant replacement.

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A. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Act of God" limited to hail, freeze, lightening, winds which exceed hurricane force, and lethal yellowing, providing the plant was in a healthy growing condition prior to these "Acts of God".

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A. Florida No. 1: Except where another grade is specifically called for in the Plans, all plant material shall be no less than Florida No. 1 at the time of final inspection immediately prior to the acceptance by the OWNER.

B. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases, injuries, and dead limbs.

C. Branching, Leafing, Measurements and Ball Sizes:
   1. Trees and Shrubs: Requirements for the measurement, branching character, ball diameter, depth and other standards shall follow the Code of Standards recommended by the American Association of Nursery Stock, Bulletin Z-60.1-1973 and as revised.
   2. Palms: Requirements for the measurement of clear trunk, clear wood and graywood ball diameter and depth shall comply with requirements as set forth by the Florida department of Agriculture's "Grades and Standards for Nursery Plants, Part II for Palms and Trees".

D. Die-Back and Leaf-Drop: Plant material showing signs of die-back or leaf-drop will not be accepted and must be removed from the job immediately if so directed by the CITY. Therefore, any plant material with tendencies toward leaf-drop or dieback must be root pruned early enough to provide a sound network of hair roots prior to relocation to the job site.

E. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not effect more than 10% of the total foliage prior to planting on the job site. Loss of foliage caused by seasonal change will be accepted.

F. Spanish Moss: If Spanish Moss (Tillandsia usneoides) exists on plant material, it shall be completely removed prior to planting on the job site.

G. Palms: Before transporting, see Delivery, Storage and Handling; for requirements related to wrapping of root balls.

   1. Remove a minimum of fronds from the crown of the palms to facilitate transporting and handling.
   2. Palms with burn marks, nail holes, and frond boots on trunk shall not be accepted.
   3. Using untreated burlap strip or untreated cotton twine, tie Sabal Palmetto buds and leave in place until Palmetto is established. Tying shall be as set forth in Florida Department of Agriculture's "Grades and Standards for Nursery Plants". Tying of other palms shall be at the option of the DBF.
   4. To reduce head volume, Palm fronds may be taper trimmed by not more than one- third (1/3).
   5. Palm trees showing cable or chain marks and equipment scars shall be rejected.

H. Chlorosis: The allowable level of Chlorosis in foliage shall be as set forth in the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

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A. General Type: All plant material with the exception of Sabal Palmetto shall be planted with planting soil mixed with 50% original soil, if the soil is of good quality, as determined by the CITY. The planting soils shall be sandy loam (50% sand, and 50% muck) typical of the locality. The soil must be taken from ground that has never been stripped, with a slight acid reaction (5.5 to 6.5 pH) and without an

excess of calcium or carbonate. Soil shall be delivered in a loose friable condition.

B. Special Type: Planting soil for palms shall be a good grade of salt free sand, which is free of all weeds.

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A. Water shall be potable, from municipal water supplies or other sources, which are approved by a public health department.

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A. Mulch shall be Eucalyptus mulch or other approved non-native tree bark mulch. It must be uniformly shredded and be free from pieces of bark larger than 1 inch, foreign matter, weed seeds and any other organic or inorganic material. Submit sample for approval. DBF shall apply one application at initial installation and a second application prior to final acceptance.

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A. New Plant Material: Trees, palms and shrubs, fertilize with Agriform planting tablets, 20- 20-5 formula, 21 gram or approved equal.

B. New Ground Covers: Fertilize with an approved fertilizer of fifty percent (50%) or greater organic 6-6-6 or 8-8-8 with minor elements including, but not limited to, iron zinc and manganese.

C. Composition of Quality: All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in manufacturers standard container with name of material, weight and guaranteed analysis printed on container. Tabletized fertilizer shall be delivered in unopened containers or boxes. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis. Submit labels to CITY for approval prior to placement of fertilizer.

D. All shall comply with the State of Florida fertilizer laws.

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A. Pruning paint shall be commercial tree paint, which is waterproof, antiseptic, adhesive, elastic and free of kerosene, water, cresol, and any other substances harmful to plant material.

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A. A vegetative root inhibitor shall consist of a polypropylene fabric with root control time- release modules of Trifluralin with an effective life of 100 years or approved equal

B. Vegetative root inhibitor shall be Bio-Barrier as manufactured by Reemay, Inc. or approved equal.

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A. Utilities: The location and existence of utilities (overhead and underground) shall be thoroughly investigated and verified by the DBF before the work begins in the

area of said utilities. The DBF shall exercise care in digging and work so as not to damage existing utilities in said areas, such as underground pipes, cables, wires, etc. Should such overhead or underground obstructions be encountered which interfere with planting, the CITY shall be consulted immediately in order for a decision to be made on the relocations of plant material to clear such obstruction. The DBF shall be responsible for the immediate repair of any damage to utilities caused by DBF's work.

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A. Staking Plant Locations: Plant locations must be staked or marked prior to plant hole excavation or placing on deck, by scaling the plants from existing features found on-site and shown on the plans or by given dimensions if shown.

B. Spacing of Shrubs: Shrub beds located next to another bed, walkway, structure, etc., shall have the plants along the perimeter spaced so that the plants can mature properly without growing into the other bed, walkway, structure, etc.

C. Excavation of Plant Holes: Excavation of plant holes shall be roughly cylindrical in shape with the sides approximately vertical. The CITY reserves the right to adjust the size and shape of the plant hole and the location of the plant in the hole to compensate for unanticipated structures or unanticipated factors. All plant holes shall be sufficiently deep to allow the rootball to set on existing soil and have root collar at grade level. Plants shall be centered in the holes with the tree trunk locations scaled from existing permanent structures as shown on the drawings. Plants shall be set straight or plumb in locations.

All plant holes to accommodate plants with ball sizes less than 24 inches in diameter shall be at least 18 inch greater than the diameter of the ball. All plants holes to accommodate plants with ball sizes two feet (2') and larger in diameter shall be at least twice the diameter of the ball. The excavated material from the plant holes may not be used to back-fill around the plant material. Such material shall be disposed of either on the project site or off the site as directed by the CITY. Plant holes for shrub material planted in mass shall meet all requirements listed above for plant holes. However, they shall not be individual holes but one continuous hole or excavation. Plant holes for hedge material shall also meet all requirements listed above for plant holes, however, a continuous trench shall be used in lieu of individual holes.

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A. Setting of Plants:

1. When lowered into the hole the plant shall rest on the prepared hole bottom such that the roots after settlement are level, or slightly above the level of its previous growth condition and the final level of the ground around the plant shall conform to the surrounding grade. The plants shall be set straight or plumb or normal to the relationship of their growth prior to transplanting. The CITY reserves the right to realign any plant material after it has been set.
2. Palms of the Sabal species may be set deeper than the depth of their original growth condition in order to lessen the necessity for support or bracing. For such deeper planting however, it will be required that the underlying soil be

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friable and that the clear trunk requirements set forth in the plant list be maintained from the finished grade and NOT from the previous grade of the palm trees before it was transplanted.

3. Plant material of the shrub category and smaller must be handled by the ball only. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope or cable marks, girdling, bark slippage, limb breakage and any other damage that might occur by improper handling or negligence.
4. All palm trees handled by the trunks must be wrapped with burlap and wood battens, held in place by banding strips as called for in the details.

B. Backfilling:
1. Use planting soils approved by the City. Backfill to the bottom two thirds of the planting hole and firmly tamp and settle by watering as backfilling progresses. After having tamped and settled the bottom two thirds (2/3) of the hole, thoroughly puddle with water and fill remaining one third (1/3) of the hole with planting soil, tamping and watering to eliminate air pockets.

C. Application of Fertilizer:
1. Fertilize New Planting (Trees, Palms and Shrubs) as follows:
a. Specified Container Size — Application

Specified Container Size	Application
Rate 1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon container	5 tablets

b. Large tubs or boxes and B&B material shall receive one (1) tablet for each one- half (1/2) inch of trunk diameter (measured three (3) feet from ground). For large shrubs, one (1) tablet for each one (1) foot of height or spread.

D. Mulch: Within 24 hours after planting, planting areas must be mulched as called for in these specifications. The mulch shall be uniformly applied to a depth of two (2) inches over all shrub, tree and groundcover areas and any areas indicated on the plans.

E. Staking and Guying shall be installed within 24 hours; in accordance with details.

F. Initial Watering: Initially, water the plant material to develop uniform coverage and deep- water penetration of at least six inches (6"). Avoid erosion, puddling, and washing soil away from plant roots.

G. Hand Watering: Provide hand watering of plant material as necessary subject to weather conditions, to maintain healthy growing conditions until final acceptance. This shall be in addition to water received from irrigation system, if any.

H. Pruning
1. The amount of general pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of transplanting operations. Pruning shall be done in such a manner as not to change the natural habit of shape of a plant, and in accordance with National Arborist Association standards for pruning.
2. All broken or damaged roots shall be cut off smoothly. The tops of all trees

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shall be pruned in a manner complying with standard horticultural practices. All cut surfaces of one-half inch (1/2") or more in diameter above ground level shall be treated with approved commercial tree paint.

I. Weeding: In the event that weeds or undesirable vegetation becomes prevalent to such an extent that they threaten plant material, they shall be removed as directed by the CITY. If necessary, the plant material and/or planting soil shall be replaced as needed to eliminate the weeds at the expense of the DBF.

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A. Disposal of Trash: All debris and other objectionable material created through planting operations and landscape construction shall be removed completely on a daily basis from the job or as directed by the CITY. Excess soil shall be disposed of as directed by the CITY.

B. Responsibility for Protection and Restoration of Property: The DBF shall be responsible for all damage to property whether it is accidental or necessary for the completion of the contract.

C. Protection Against Mechanical Damage: The DBF's responsibility for protection against mechanical damage shall include providing protection from vehicles and providing warning signs and barricades as might be necessary and DBF shall repair, restore and replace any planting areas which become damaged as a result of any negligence of the DBF or DBF's employees in complying with these requirements. Coordination shall be with the OWNER.

D. Responsibility Prior to Final Acceptance:

1. Maintenance shall begin immediately after each plant is planted and continue until final acceptance.
2. Plants shall be watered by hose, soaking thoroughly each day for the first two weeks (14 calendar days) and every other day for the following two week period. Soaking then shall continue on a twice weekly basis for another period of three (3) weeks for material over five feet (5') height, amounting to a total of 28 days after installation of planting under five feet (5') and a total of 45 days for plants over five feet (5'). All watering is required without regard to an irrigation system.
3. Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening and repairing of guys, stakes, braces, etc., replacement of sick or dead plants, resetting plants to proper grades or upright position and maintenance of the watering saucer, and all other care needed for proper growth of the plants. Plant material rejected during the course of the construction shall be removed within five (5) working days and replaced before the inspection for completion will be scheduled.
4. During the maintenance period and up to the issuance of Certificate of Final Acceptance, the DBF shall do all seasonal spraying and/or dusting of all planting. The materials and methods shall be in accordance with the highest standard nursery practices and as recommended by the CITY prior to implementation.
5. Planting areas and plants shall be protected against trespassing and

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damage. If any plants become damaged or injured they shall be treated or replaced, as directed and in compliance with this specification. No work shall be done within or over planting areas or adjacent to plants without proper safeguards and protection.

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PART 1 - GENERAL

1.01 SCOPE OF WORK

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 DESCRIPTION OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the concrete work, as indicated on the drawings, as specified herein or both, except as for items specifically indicated as "NIC ITEMS".

B. Including but not necessarily limited to the following:

1. Form work, shoring, bracing and anchorage.
2. Concrete reinforcement and accessories.
3. Cast-in-place concrete.
4. Plugging abandoned pipelines and/or structures in place.

1.03 RELATED WORK

A. Section 02510 - Concrete sidewalk

B. Section 02513 - Asphaltic Concrete Paving – General

C. Section 03300 - Cast-in-Place Concrete.

D. All applicable sections of Division 1, 2, 3 and 4.

1.04 REFERENCES

A. All work shall be in accordance with ACI 301, latest edition, a copy of which shall be maintained on site.

B. Requirements of Regulatory Agencies: perform work in accordance with local building and other applicable codes.

C. Installation: Performed only by skilled laborers with satisfactory record of performance on completed projects of comparable size and quality

D. Inspection and Testing

1. Test Cylinders - As per ASTM C-39.
   a. Minimum of three (3) concrete test cylinder shall be taken for every 75 or less cubic yards of concrete placed each day.
   b. Minimum of one (1) slump test shall be taken during any cold weather concreting, and be cured on job site under same conditions as the concrete it represents.
2. Slump Test - As per ASTM C-143.
   a. Minimum of one (1) slump test shall be taken for each set of test cylinders taken.

1.05 SUBMITTALS

A. Test Reports: Reports of concrete compression, yield, air content and slump tests.

B. Certificates:

1. Manufacturer's certification that materials meet specification requirements.
2. Material content per cubic yards of each class of concrete furnished.
   a. Dry weights of cement.

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b. Saturated surface-dried weights of fine and coarse aggregate.
c. Quantities, type and name of all mixtures.
d. Weight of water.

3. Ready-mix delivery tickets as per ASTM C-94.

C. Shop Drawings:

1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
2. Indicate reinforcement sizes, spaces, locations and quantities or reinforcing steel, and wire fabric, bending and cutting schedules, splicing and supporting and spacing devices.
3. Indicate formwork dimensioning, materials, arrangement of joints and ties.
4. Shop drawings shall be prepared under seal of a Professional Structural Engineer, registered in the State of Florida.

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A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
B. Handle and store materials to prevent contamination.

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A. Allowable concrete temperatures:

1. Hot weather: Maximum 90 degrees F as per ASTM C-94.

B. Do not place concrete during rain, unless protection is provided.

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A. Materials shall conform to ACI 301, latest edition
B. Plywood forms: Douglas Fir Species, solid one side, form grade, sound undamaged sheets.
C. Lumber: Southern Pine Species, No. 2 Grade, with grade stamp clearly visible.
D. Form Ties: Removable, snap-off metal, of fixed and adjustable length, cone ends.
E. Tubular Column Type: Round, spirally wound laminated fiber material, clearly visible.

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A. Reinforcing steel shall conform to ASTM A615, 60 ksi yield grade billet steel reformed bars; uncoated finish.
B. Welded steel wire fabric shall confirm to ANSI/ASTM A185, plain type; coiled rolls, uncoated finish.

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A. Cement: shall conform to ASTM C150, normal Type II Portland, gray color.
B. Fine and coarse aggregate shall conform to ASTM C33.
C. Water: clean and not detrimental to concrete.

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A. Air Entraining: ASTM C-260
B. Chemical: Type (as required) ASTM C-494.
C. Fly Ash and Pozzolans: ASTM C-618
D. Color - Conditioned Concrete: ASTM C-494 and ASTM C-979

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A. Non-shrink grout: pre-mixed compound with non-metallic aggregate, cement, water reducing and plasticizing agents; capable of minimum compressive strength of 3500 psi.
B. Construction joints: locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to the CITY. Place construction joints perpendicular to the main reinforcement, continue reinforcement across construction joints.
C. Expansion joints: shall be a minimum of 3/4-inch thick asphalt impregnated fiberboard as per ASTM D-1751.
D. Form release agent shall be a colorless material, which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
E. Water shall be clear and potable.

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A. Water shall be clean and potable.
B. Absorptive mat shall be burlap fabric of 9 oz./sq. yd. clean, roll goods complying with AASHTO M182, Class 3.
C. Membrane curing compound shall conform to ASTM C309.
D. Clear Sealer: "Clear Bond" as manufactured by Guardian Chemical Co., Dayton Day- Chem Cure-W (J-9-A) or approved equal.
E. Color curing compound shall be liquid membrane-forming conforming to ASTM C 309 two- component Lithochrome Colorwax by L.M. Scofield Company, or approved equal, color to match admixture for color-conditioned concrete.

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A. Mix concrete in accordance with ASTM C94.
B. Concrete:
   1. Compressive strength (28 days): 3000 psi.
   2. Slump: 4(±) 1 inch.
C. Concrete / Flowable fill for grouting and plugging:
   1. Compressive strength (28 days) 2000 psi.
   2. Slump: as required to grout and plug.

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A. Verify lines, levels, and measurement before proceeding with formwork.
B. Hand trimmed sides and bottom of earth forms; remove loose dirt.

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C. Align form joints.
D. Do not apply form release agent where concrete surfaces receive special finishes or applied coatings, which may be affected by agent.
E. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors and other inserts.

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A. Place, support and secure reinforcement against displacement.

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A. Color Conditioned concrete, when batching, shall not be less than one-third of the capacity of the mixing drum (a minimum of four yards for a ten-yard mixer) and will be in full cubic yard increments.
B. Notify CITY minimum 24-hours prior to commencement of concreting operations.
C. Scratch, float, trowel, broom or belt finish surfaces, as scheduled or indicated on the Drawings.
D. Place 2000 psi concrete for pugging and grouting pipelines and structures in-place as required after proper connection to new service and function of system is completes.

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A. Provide Class B tolerance to floor slabs according to ACI 301. Pitch to drains 1/4 inch per foot.

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A. Provide exposed surfaces with finishes as called for on the Drawings.

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A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
B. Apply a liquid membrane-forming compound, conforming with ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturer's recommendations.

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PART 1 GENERAL

1.01 REFERENCE DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. Formwork for Cast-In-Place Concrete, with shoring, bracing, and anchorage.
B. Openings for other affected work.
C. Form accessories.
D. Stripping forms.

1.03 RELATED WORK

A. Section 03010 - Concrete.
B. Section 03300 - Cast-In-Place Concrete.

1.04 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing to meet design code requirements, so that resultant concrete conforms to required shapes, lines, and dimensions.

1.05 CODES AND STANDARDS

A. Construct and erect concrete formwork in accordance with ACI 301 and 347.

1.06 SUBMITTALS

A. Indicate pertinent dimensions, materials, and arrangement of joints and ties.
B. Prepare shop drawings under seal of Professional Structural Engineer registered in the State of Florida.
C. Manufacturers certification that materials meet specification requirements.

1.07 DELIVERY, STORAGE AND HANDLING

A. Deliver, store and handle materials in accordance with manufacturers recommendations.
B. Deliver form materials in manufacturer's packaging with installation instructions.
C. Store off ground in ventilated and protected area to prevent deterioration from moisture or damage.
D. Remove packaging from void forms.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Plywood: Douglas Fir Species; medium density overlaid one side grade; sound, undamaged sheets with straight edges.
B. Lumber: Southern Pine Species; No. 2 grade; with grade stamp clearly visible.
C. Tubular Column: Round, of spirally wound laminated fiber type; surface treated with release agent; of size required.

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A. Form Ties: Snap-off metal of adjustable length; cone type; 1 1/2 inch break back dimension; free of defects that will leave holes no larger than 1-1/4 inches diameter in concrete surface.
B. Form Release Agent: Colorless material which will not stain concrete, absorb moisture, or impair natural bonding in color characteristics of coating intended for use on concrete.
C. Fillets for Chamfered Corners: Wood strips or rigid PVC plastic in maximum possible lengths.
D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required; or strength and character to maintain formwork in place while placing concrete.

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A. Verify lines, levels, and measurements before proceeding with formwork.

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A. Hand-trim sides and bottoms of earth forms; remove loose dirt prior to placing concrete.
B. Minimize form joints. Symmetrically align joints and make weathertight to prevent leakage of mortar.
C. Arrange and assemble formwork to permit dismantling, stripping, so that concrete is not damaged during its removal.
D. Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

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A. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
B. Camber slabs and beams to achieve ACI 301 tolerances.
C. Provide temporary ports in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain. Close ports with tight fitting panels, flush with inside face of forms, neatly lifted so that joints will be apparent in exposed concrete surfaces.
D. Provide expansion strips on external corners of beams and columns, where exposed.
E. Install void forms. Protect from moisture before concrete placement. Protect from crushing during concrete placement.
F. Construct formwork to maintain tolerances in accordance with ACI 301.

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A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
B. Do not apply form release agent where concrete surfaces are scheduled to receive

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special finishes or applied coverings, which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

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A. Provide formed openings where required for work embedded in or passing through concrete.
B. Coordinate work of other sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts.
C. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement.

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A. Notify CITY prior to removing formwork.
B. Do not remove forms and shoring until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. Remove load- supporting forms when concrete has attained 75 percent of required 28-day compressive strength, provided construction is reshored.
C. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 degrees F for 24-hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
D. Formwork supporting weight of concrete, such as beam soffits, joints, slabs and other structural elements, may not be removed in less than 14 days and until concrete has attained design minimum compressive strength at 28-days. Determine potential compressive strength of in place concrete by testing field-cured specimens representative of concrete location of members.
E. Reshore structural members due to design requirements or construction conditions to permit successive construction.
F. Remove formwork progressively so no unbalanced loads are imposed on structure.
G. Do not damage concrete surfaces during form removal.
H. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.
I. Remove formwork in same sequence as concrete placement to achieve similar concrete surface coloration.

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A. Clean forms to remove foreign matter as erection proceeds.
B. Ensure that water and debris drain to exterior through clean-out ports.

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SCOPE OF WORK

A. Provide all labor, materials, necessary equipment and services to complete the Cast-In- Place Concrete Work, as indicated on the drawings, as specified herein or both except as for items specifically indicated as "NIC ITEMS".

B. Including but not necessarily limited to the following:

1. Cast-In-Place concrete walls, footings, foundation walls, paving, walks, slabs, formwork, reinforcing and all other components as indicated on the Drawings.

1.03 RELATED WORK

A. Section 03010 - Concrete.
B. Section 03100 - Concrete Form work.
C. Section 03370 - Concrete Curing.
D. Section 02510 - Concrete Sidewalk

1.04 QUALITY ASSURANCE

A. Applicator Qualifications: Minimum of five years' experience on 5 comparable concrete projects.

B. Requirements of Regulatory Agencies: Perform work in accordance with local building codes.

C. Allowable Tolerances: Flat work true to plane 1/8 inch in 10 feet.

D. Slump tests as per ASTM C-143, and test cylinders as per ASTM C-39.

1.05 SUBMITTALS

A. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of work.

B. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301

C. Tests of cement and aggregates will be performed to ensure conformance with requirements stated herein.

D. Three (3) concrete test cylinders will be taken for every 75 cubic yards. or less of each class of concrete placed each day.

E. One (1) slump test will be taken for each set of test cylinders taken.

F. All testings shall be at the expense of the DBF.

1.06 SUBMITTALS

A. Provide product data for specified products.

B. Test Reports: Reports of concrete compression, yield, air content, and slump tests.

C. Certificates:

1. Manufacturer's certification that materials meet specification requirements.

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2. Material content per cubic yard of each class of concrete furnished.
   a. Dry weights of cement.
   b. Saturated surface-dried weights of fine and coarse aggregate.
   c. Quantities, type and name of admixtures.
   d. Weight of water.
3. Ready-mix delivery tickets, ASTM C-94.

D. Shop Drawings:
1. Show sizes and dimensions for fabrication and placing of reinforcing steel and bar supports.
2. Indicate bar schedules, stirrup spacing, and diagrams of bend bars.
3. Detail items of form systems affecting appearance of architectural concrete surfaces such as joints, tie holes, liners, patterns and textures. Show items in relation to entire form system.

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A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size and length.
B. Handle and store materials to prevent contamination.

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A. Allowable concrete temperatures:
1. - Hot Weather: Maximum 90° F as per ASTM C-94.

B. Do not place concrete during rain, unless protection is provided.

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A. Concrete Ready-Mix concrete ASTM C-94.

a Cement:
- ASTM C 150, Type II

b Admixtures:
- Air entraining: ASTM C-260
- Chemical: Type (as required) ASTM C-494.
- Fly ash and pozzolans: ASTM C-618
- Vapor Barrier: 6-mil thick film of type recommended for below grade application.

c Coarse aggregate: Not less than 50% clean, hard, crushed stone conforming to requirements of Table 2, size number 467 ASTM C-33.

d Slump 4 inch maximum; plus tolerance 0, minus tolerance 1 inch.

e Air content: 5% + 1%.

f Mix proportioning:
- In accordance with ASTM C-94.
- 28 day compressive strength of moist cured laboratory samples 3,000 PSI.

- Use set retarding admixtures during hot weather only when approved by CITY.
- Minimum cement contents 5 sacks/cubic yards.
- Add air-entraining agent to concrete work exposed to exterior.

g Curing Material: Liquid membrane, ASTM C-309, Type 1.

h Mixes:

- ASTM C-94.
- Mix concrete only in quantities for immediate use.
- Do not retemper or use set concrete.

B. Bars.
   1. Deformed billet steel: ASTM A 615, Grade 60.
C. Wire Fabric:
   1. Welded Wire Fabric Steel: ASTM A 185
D. Tie Wire: FS QQ-W-461-G, annealed steel, black 16 ga. minimum.
E. Bar supports: Conform to "Bar Support Specification," CRSI Manual of Standard Practice.
F. Forms:
   1. Conform with ACI 347, Chapter 3, Material and Form Work.
G. Lumber:
   1. Softwood framing lumber: Kiln dried, PS-20.
   2. Boards less than 1 1/2 inch thick and 2 inch wide, used for basic forms and form liners: Kiln dried.
   3. Grade marked by grading rules agency approved by American Lumber Standards Committee.
   4. Light framing or studs for board or plywood forms, 2 inch to 4 inch width and thickness Construction Standard grade.
   5. Boards for basic forms Construction Standard grade.
   6. Board surface: Smooth.
H. Plywood:
   1. Exterior type softwood plywood, PS 1-66.
   2. Each panel stamped or branded indicating veneer grades, species, type and identification.
   3. Wood faced plywood for architectural concrete surfaces.
   4. Panel veneer grades: B - C.
   5. Mill-oiled sides and mill-sealed edges of panels.
I. Ties:
   1. Materials: Stainless Steel.
   2. Type: Snap Ties.
   3. Depth of breakback: 1 inch.
   4. Maximum diameter 1/4 inch.
J. Form coatings:
   1. Non-staining type.
   2. Agent: Pine oil derivative.
K. Water: Clean and potable.

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A. Conform to ACI 347, Chapter 2, Construction; and Article 4.2, architectural Concrete.
B. Framing, Bracing and Plywood Form Liners: APA Form V 345-72.
C. Provide temporary openings in framework for concrete placement.
D. Fill voids of plywood joints with sealant and tool smooth.
E. DBF is responsible for the design, construction, removal and complete safety of formwork and shoring.
F. Form construction shall be provided to shape, lines dimensions of members shown; substantial, tight enough to prevent leakage, and properly braced or tied to maintain position and size, form sides and bottoms of members unless specifically excepted.

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A. Fabrication shall be provided to latest ACI Manual of Practice ACI-315.
B. Reinforcing free from excessive rust, scale or coating reducing bond. Bars bent cold in fabrication plant. Chairs, support bars, and other accessories furnished to carry and provide coverage as required by ACI Manual.
C. Unless otherwise indicated the minimum coverage is 3-inch for footings (slabs to have 3/4 inch minimum). Call any "crowding" of reinforcement to CITYs attention during placing.
D. Splices shall be Mesh 6-inch lap, bars 30 X diameter minimum.
E. Conduit or pipes embedded in concrete must have specific approval and be located to avoid cracking or reduction in strength. Provide extra strong pipe sleeves where pipes are allowed to pierce concrete beams or walls.
F. Placement:
    a Bar supports: CRSI 65.
    b Reinforcing bars: CRSI 63.
G. Steel Adjustment:
    a Move within allowable tolerances to avoid interference with other reinforcing steel, conduits, expansion joints, or embedded items.
    b Do not move bars beyond allowable tolerances without concurrence of CITY.
    c Do not heat, bend, or cut bars without concurrence of CITY.
H. Splices:
    a Lap splices: Tie securely with wire to prevent displacement of splices during placement of concrete.
    b Splice devices: Install in accordance with manufacturer's written instructions.
    c Welding: Perform in accordance with AWS Standards.
    d Do not splice bars except at locations shown on drawings without concurrence of CITY.
I. Wire Fabric:
    a Install in longest practicable length.
    b Lap adjoining pieces one full mesh minimum, and lay splices with 16-gauge wire.

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c Offset end laps in adjacent widths to prevent continuous laps.

J. Cleaning: Remove dirt, grease, oil, loose mill scale, excessive rust, and foreign matter that will reduce bond with concrete.

K. Protection During Concreting: Keep reinforcing steel in proper position during concrete placement.

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A. Construction pours shall be continuous pours except where joints are indicated. No additional joints except by special acceptance in writing by the CITY. Allow no construction or interrupted pour joints in any exposed surface, unless treated as part of design.

a Where indicated and as detailed, provide saw cut type construction joints of sizes as called for on the drawings.

B. Expansion joints shall be constructed as shown on drawings.

a Expansion material shall be ½ inch continuous full depth strips set ½ inch below finish surface with ½ inch x ½ inch joint sealant filler above.

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A. Build-in and coordinate as required and called for on the drawings all items to be constructed into concrete such as anchoring devices, fixtures, piping, sleeves and other inserts and items as required for a complete installation.

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A. Assure that excavation and formwork are completed, with smooth rubbed finish, and that excess water is removed.

B. Check that reinforcement is secured in place.

C. Verify that expansion joint material, anchors, and other embedded items are secured in position.

D. Verify anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

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A. Design of mix shall be a laboratory designed mix to satisfy the following requirements and shall be approved by the CITY.

a Ready mixed concrete as per ASTM C-94 with 28 day strength 3,000 PSI minimum, for all standard grey concrete work.

b Proportion the concrete to work readily into forms and around reinforcement, without excessive manipulation, segregation or water gain. Approved additives may be used to achieve the above results.

c Slump shall be maximum 3 inch for footings, and for all other concrete shall be 3 inch to 5 inch.

d Submit for approval representative test results by independent laboratory to

substantiate proposed mix design.

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A. Notify the OWNER's Representative, CITY and other inspectors at least 36 hours prior to inspection.
B. Equipment forms, and reinforcing shall be clean and wet down, reinforcing firmly secured in place, runways set up and not resting on or displaying reinforcing.
C. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instruction.
D. At locations where new concrete is dowelled to existing work, drill holes in existing concrete, insert steel dowels, and pack solid with non-shrink grout.

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A. Mixing and conveying shall be as per ASTM C-94 and as follows:
    a Maximum elapsed time from addition of water to placing in forms -60 minutes, (total mixing time).
    b Concrete handled and placed by methods, which keep concrete plastic, prevent separation of materials, and do not displace reinforcement.
B. Deposit as close as possible to final position to avoid segregation of materials. Restrict drop to 3 foot maximum (less for exposed concrete), using tremie if necessary.
    a Compact by mechanical vibration to thoroughly work around reinforcing and eliminate honeycomb.
C. Place concrete in accordance with ACI 301.
D. Hot Weather Placement: ACI 301.
E. Cold Weather Placement: ACI 301.
F. Ensure reinforcement, inserts, embedded parts and formed joints are not disturbed during concrete placement.
G. Maintain concrete cover around reinforcing as follows:

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Beams	1 1/2 inch
Supported Slabs	3/4 inch
Column Ties	1 1/2 inch
Walls (exposed to weather or backfill)	2 inch
Footings and Concrete Formed Against Earth	3 inch
Slabs on Fill	2 inch

H. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
I. Saw cut control joints at an optimum time after finishing. Use 3/16 inch thick blade, cutting 1/3 depth of slab thickness.
J. Separate exterior slabs on fill from vertical surfaces with joint filler. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface.
K. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify CITY upon discovery.

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A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
B. Apply a liquid membrane-forming compound, conforming to ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturer's recommendations.

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A. Unexposed concrete work shall be patched and repaired immediately after removal of forms.
   a Cut off metal ties a minimum of 1 inch back from surface of concrete.
   b Moderate honeycomb cut out and prepared for patching. Severe honeycomb with exposed steel reinforcing is to be removed or "united" at the discretion of the CITY.
      c Wet areas for patching and pack carefully with rich mortar rubbed to match surface.
B. Provide concrete surfaces to be left exposed, walls, columns, beams, with smooth rubbed finish.
C. Provide Class B tolerances to floor slabs and toppings according to ACI 301.
D. Pitch to drains 1/4 inch per foot.
E. Exposed concrete work shall be patched and repaired as accepted by CITY after consultation. Patching and rubbing will be kept to a minimum if possible, but when necessary will be done with great care to obtain maximum degree of matching in color and texture to adjacent finished concrete surfaces
F. Monolithic finish using care to obtain a level surface; floors out of level or with variation greater than 1/8 inch in 10 feet shall be corrected.
G. All finishes shall be as called for on the drawings.

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A. Prior to placing, roughen concrete base course and remove foreign materials. Broom and vacuum clean.
B. Place dividers, edge strips, reinforcing and other items to be cast in.
C. Apply bonding agent on base course in accordance with manufacturer's instructions. Apply sand and cement slurry coat on base course immediately prior to placing toppings.
D. Place concrete floor toppings to required lines and levels.

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A. Notify CITY immediately upon removal of forms.
B. Patch imperfections.

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A. Modify or replace concrete not conforming to required levels and lines, details, and elevations.
B. Repair or replace concrete not properly placed or of the specified type.

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A. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

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A. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
C. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shocking, and vibration.

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A. Provide installation as per manufacturer's standard printed specifications, instructions and recommendations.

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. All applicable provisions of the Bidding and Contract Requirements, and Division 1- General Requirements shall govern the WORK under this section.

1.02 SUMMARY

A. Maintenance of conditions for proper concrete curing.

1.03 RELATED WORK

A. Section 03010 - Concrete.
B. Section 03300 – Cast-in-Place Concrete
C. Section 02510 - Concrete Sidewalk

1.04 QUALITY ASSURANCE

A. Conform to requirements of ACI 301.

1.05 REFERENCES

A. ACI 301 - Specifications for Structural Concrete for Buildings.
B. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.

1.06 SUBMITTALS

A. Provide product data for specified products.

1.07 PROJECT CONDITIONS

A. Maintain ambient temperature at 70 degrees F for three (3) days.

PART 2 PRODUCTS

2.01 MATERIALS

A. Water: Clean and not detrimental to concrete.
B. Absorptive Mat: Burlap fabric of 9 ounce per square yard. Clean, roll goods.
C. Curing Compound: As per ASTM C309.

PART 3 EXECUTION

3.01 INSPECTION

A. Verify concrete surfaces are ready for curing.

3.02 APPLICATION

A. Apply curing compound in two (2) coats with second coat at right angles to first.
B. Apply in accordance with manufacturer's instructions.

3.03 WATER CURING

A. Spray water over slab areas; maintain wet for three (3) days.

3.04 MAT CURING

A. Saturate burlap side of burlap fabric mat. Place over slab areas, burlap side down;

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lap edges and ends 12 inches. Maintain in place for seven (7) days.

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A. Curing for standard grey work after finishing, cure concrete by keeping moist for one (1) week after placement. Floors and vertical surfaces may be sprayed with an approved curing compound to retard evaporation of water, if spraying is not objectionable because of future finishing requirements. Begin curing operations as soon as concrete has attained its initial set. Keep exposed concrete surface moist for at least one (1) week.
B. Apply a liquid membrane-forming compound, conforming to ASTM C 309, color to match that of the color condition concrete. Apply on flat work immediately after the finishing operation pursuant to the manufacturer's recommendations.
C. Cure concrete as scheduled or indicated.
D. Remove absorptive mat after curing.

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PART 1 GENERAL

1.01 **RELATED DOCUMENTS**

A. Requirements specified within this section apply to all sections in Division 16, ELECTRICAL. Work specified herein shall be performed as if specified in the individual sections.

1.02 **DESIGN REQUIREMENTS**

A. All electronic boards as part of electrical equipment shall meet the atmospheric conditions of the space the equipment is installed in. All electronic boards which are not installed in a conditioned environment shall be fungus-resistant.
B. All electrical equipment shall be rated for the conditions the equipment is installed in.

1.03 **REFERENCED STANDARDS**

A. Perform all work; furnish and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements, and specifications of the following:
   a. Local Laws and Ordinances.
   b. State and Federal Laws.
   c. National Electrical Code (NEC).
   d. State Fire Marshal.
   e. Underwriters' Laboratories (UL).
   f. National Electrical Safety Code (NESC).
   g. American National Standards Institute (ANSI).
   h. National Electrical Manufacturer's Association (NEMA).
   i. National Electrical Contractor’s Association (NECA) Standard of Installation.
   j. Institute of Electrical and Electronics Engineers (IEEE).
   k. Insulated Cable Engineers Association (ICEA).
   l. Occupational Safety and Health Act (OSHA).
   m. National Electrical Testing Association (NETA).
   n. American Society for Testing and Materials (ASTM).
   o. Florida Building Code, including Local County amendments.
B. Conflicts, if any, which may exist between the above items, will be resolved at the discretion of the ENGINEER.
C. Wherever the requirements of the Specifications or Drawings exceed those of the above items, the requirements of the Specifications or Drawings govern. Code compliance is mandatory. Construe nothing in the Contract Documents as permitting work not in compliance with these codes.
D. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the ENGINEER that the work is acceptable to the regulatory authorities having jurisdiction.

1.04 **SCOPE OF WORK**

A. Work Provided Under this Contract:
   a. Provide and install complete electrical power system shown on drawings and as per specifications for lift station A-06, located on the corner of Ashbury

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Road and Edgewater Drive. Coordinate with local utility company (FPL – phone number is listed on electrical drawing E-01) for installation of new service to each lift station complete in place. Coordinate with other disciplines for demolition of the existing lift station A-06.

b. Provide and install all electrical equipment indicated on the drawings and as described in the specifications including new utility meter, main/MTS, lift station control panel, control transformers, SPD (Surge Protection Device), etc. complete in place.
c. Provide and install all new underground conduit and wiring indicated on the drawings complete in place.
d. Provide and install new grounding system complete in place.
e. Provide and install all electrical required to support instrumentation and control system as shown on the drawings complete in place.
f. Provide all miscellaneous electrical including switches, terminations, fittings, wiring, conduit, junction box, terminal junction box, etc., not specified but obviously necessary for a complete working system in place.
g. Provide an Electrical Systems Analysis and Arc Flash Study per Specification 16015.

B. Temporary Power:

a. Provide temporary power for all office trailers and for all construction areas. Coordinate with local power and telephone utility for temporary construction power and telephone service during construction.

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A. The following information shall be provided for all electrical equipment:

a. A copy of each specification section, with addendum updates included, and all referenced and applicable sections, with addendum updates included, with each paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check-marks (√) shall denote full compliance with a paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the DBF, each deviation shall be underlined and denoted by a number in the margin to the right of the identified paragraph. The remaining portions of the paragraph not underlined shall signify compliance on the part of the DBF with the specifications. The submittal shall be accompanied by a detailed, written justification for each deviation.
b. Electrical equipment submittals shall be made by specification section. Submit one package per specification section and do not group multiple specification sections under one submittal package.
c. Provide complete conduit and equipment layouts: a scaled plan layout of the electrical room(s) showing spatial relationships of all equipment as well as the overall size of the room. Minimum scale shall be ¼”=1’-0”.
d. Provide a conduit plan for major power, instrumentation and control conduits, both interior and exterior, showing routing, size and stub up locations for buried or in slab conduits.

B. As part of the electrical submittal, the DBF shall provide a minimum of ¼”=1’- 0” scaled layout of the electrical equipment in the electrical room or major electrical equipment in a mechanical room showing sizes of all equipment and their spatial relationship. Non-electrical equipment shall be approved before finalizing the electrical layout in mechanical rooms.

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A. All chemical rooms and areas shall be designated as corrosive.
B. All indoor chemical and process equipment areas shall be considered wet locations.
C. Electrical equipment in rooms designated as Classified by NFPA 70 (national electrical code) as Division 1 or Division 2 shall meet all requirements set forth for that classification as described in NEC article 500.□

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A. The Electrical Drawings were developed from past record drawings and information supplied by the OWNER. Verify all scaled dimensions prior to submitting bids.
B. Before submitting a bid, visit the site and determine conditions at the site and at all existing structures in order to become familiar with all existing conditions and electrical system which will, in any way or manner, affect the work required under this Contract. No subsequent increase in Contract cost will be allowed for additional work required because of the DBF's failure to fulfill this requirement.
C. Carry out any work involving the shutdown of the existing services to any piece of equipment now functioning in existing areas at such time as to provide the least amount of inconvenience to the OWNER. Do such work when directed by the ENGINEER.
D. After award of Contract, locate all existing underground utilities at each area of construction activity. Protect all existing underground utilities during construction. Pay for all required repairs without increase in Contract cost, should damage to underground utilities occur during construction.

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A. The DBF shall be responsible for:
   a. Complete systems in accordance with the intent of these Contract Documents.
   b. Coordinating the details of facility equipment and construction for all Specification Divisions which affect the work covered under Division 16, ELECTRICAL.
   c. Furnishing and installing all incidental items not actually shown or specified, but which are required by good practice to provide complete functional systems.

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A. Electrical plan Drawings show only general location of equipment, devices, and raceway, unless specifically dimensioned. The DBF shall be responsible for the proper routing of raceway, subject to the approval of the ENGINEER.
B. Electrical equipment sizes and characteristics have been based on Square D and Eaton.
C. If the DBF chooses to and is allowed to substitute, the DBF shall be responsible for fitting all the equipment in the available space as shown on the Drawings or re-designing the space, at no additional cost to the OWNER, and shall reimburse the ENGINEER for time and materials spent in reviewing revised design.

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A. Provide materials and equipment listed by UL wherever standards have been established by that agency. If a UL listing is not available, equipment shall have a label and listing from a nationally recognized testing laboratory (NRTL) acceptable to the authority having jurisdiction (AHJ) over the project location.

B. Equipment Finish:

a. Provide manufacturers' standard finish and color, except where specific color is indicated.

b. If manufacturer has no standard color, provide equipment with ANSI No. 61, light gray color.

[illegible]

[illegible]

A. Electrical Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.

B. Install work in accordance with NECA Standard of Installation, unless otherwise specified.

[illegible]

A. Drawings and Specifications indicate circuiting to electrical loads and distribution equipment.

B. Balance electrical load between phases as nearly as possible on switchboards, panel boards, motor control centers, and other equipment where balancing is required.

C. When loads must be reconnected to different circuits to balance phase loads, maintain accurate record of changes made, and provide circuit directory that lists final circuit arrangement.

[illegible]

A. Voltage Field Test:

a. Check voltage at point of termination of power company supply system to project when installation is essentially complete and is in operation.

b. Check voltage amplitude and balance between phases for loaded and unloaded conditions.

c. Record supply voltage (all three phases simultaneously on the same graph) for 24 hours during normal working day.

1) Submit Voltage Field Test Report within 5 days of test.

d. Unbalance Corrections: Make written request to power company to correct condition if balance (as defined by NEMA) exceeds 1 percent, or if voltage varies throughout the day and from loaded to unloaded condition more than plus or minus 4 percent of nominal.

1) Obtain a written certification from a responsible power company official that the voltage variations and unbalance are within their normal standards if corrections are not made.

B. Equipment Line Current Tests:

a. Check line current in each phase for each piece of equipment.
b. Make line current check after power company has made final adjustments to supply voltage magnitude or balance.
c. If any phase current for any piece of equipment is above rated nameplate current, prepare Equipment Line Phase Current Report that identifies cause of problem and corrective action taken.

C. Startup:
a. Demonstrate satisfactory operation of all 240-volt electrical equipment. Participate with other trades in all startup activities.
b. Assist the I&C Contractor in verifying signal integrity of all control and instrumentation signals.

D. Conflicts, if any that may exist between the above items will be resolved at the discretion of the ENGINEER.

E. Wherever the requirements of the Specifications or Drawings exceed those of the above items, the requirements of the Specifications or Drawings govern. Code compliance is mandatory. Construe nothing in the Contract Documents as permitting work not in compliance with these codes.

F. Obtain all permits and pay all fees required by any governmental agency having jurisdiction over the work. Arrange all inspections required by these agencies. On completion of the work, furnish satisfactory evidence to the ENGINEER that the work is acceptable to the regulatory authorities having jurisdiction.

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A. The following is a list of standards that may be referenced in this Section
   a Institute of Electrical and Electronics Engineers, Inc. (IEEE):
   - IEEE 242: Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems.
   - IEEE 399: Recommended Practice for Industrial and Commercial Power System Analysis.
   - IEEE 1584-2002: Guide for Performing Arc Flash Hazard Calculations.

   b American National Standards Institute (ANSI): C57.12.00, Standard General Requirements for Liquid-immersed Distribution, Power, and Regulating Transformers.

   c National Fire Protection Association:

   a. NFPA 70E: National Electrical Safety Code Chapter 1.
   b. NFPA 70: National Electrical Code.

   d Occupational Safety & Health Administration (OSHA):

   a. 29-CFR, Part 1910, sub part S.

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A. The requirements of this specification shall apply to the electrical distribution system and all external control panels, disconnect switches, etc. The end result shall be a fully protected and properly coordinated system with proper labels provided and installed for short-circuit values, and arc flash safety and personal protective equipment recommendations.□

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A. Shop Drawings: Provide five copies of study in hard cover, three-ring binders, to include:□
   1. Short circuit study and labels.□
   2. Protective Device Coordination Study shall include all equipment protective devices. Submit within 30 days after approval of the short circuit study. □
   3. Arc Flash Analysis/Assessment and labels.□

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A. Short circuit, protective device coordination, and arc flash studies shall be prepared by the manufacturer of the existing electrical power distribution equipment, or a professional electrical engineer registered in the State of Florida, □ in accordance with IEEE 242 and IEEE 399.□

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A. An initial, complete short circuit and protective device coordination study and arc flash study must be submitted with 90 days after notice to proceed.□
B. The short circuit, protective device coordination and arc flash studies shall be updated prior to Project Substantial Completion. Utilize characteristics of as-installed equipment actual wire run lengths and materials.□

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A. Equipment and component titles used in the studies shall be identical to the equipment and component titles shown on the Drawings.
B. Perform studies using digital computer with a software package such as SKM Power*Tools for Windows™ DAPPER™, CAPTOR™ and ARC FLASH™, ETAP, or approved equal.
C. Perform complete fault calculations for all busses on utility and generator power sources. Perform load flow and voltage drop studies for major feeders and loads with long feeder runs. Analysis shall include expected fault currents at industrial control panels manufactured in accordance with UL 508A and NEC article 409.
D. Fault source combinations shall include large motors, large transformers, utility and generator.
E. Utilize proposed and existing load data for the study obtained from Contract Documents and field survey. Coordinate with local power utility for available fault currents from utility services.
F. Existing Equipment:
    6. Include fault contribution of existing motors, services, generators and equipment, as appropriate, in the study.
    7. Obtain required existing equipment data from the field and FPl.
G. Provide a comprehensive report document containing the short circuit, device coordination and arc flash studies. As a minimum the report structure shall contain the following:
    1. Executive Summary.
    2. Methodology.
    3. One Line Diagram(s).
    4. Short Circuit Analysis.
    5. Short Circuit Analysis Results/Conclusions/Recommendations.
    6. Device Coordination Analysis.
    7. Recommended protective devices settings.
    8. Arc Flash Analysis.
    9. Arc Flash PPE recommendations.

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A. General□
    1. Use cable impedances based on copper conductors.
    2. Use bus impedances based on copper bus bars.
    3. Use cable and bus resistances calculated at 25 degrees C.
    4. Use 600-volt cable reactance based on use of typical data of conductors to be used in this project.
    5. Use transformer impedances 92.5 percent of "nominal" impedance based on tolerances specified in ANSI C57.12.00.
B. Provide□
    1. Calculation methods and assumptions.□
    2. Selected base per unit quantities.□
    3. One-line diagrams annotated with results of short circuit analysis.□
        a. Three phase, line-to-line and single line to ground faults

b. Equipment Short Circuit Rating

4. Source impedance data, including electric utility system and motor fault contribution characteristics.
5. Short circuit report, demand load report, load flow report and input data reports.
6. Results, conclusions, and recommendations.

C. Calculate short circuit interrupting and momentary (when applicable) duties for an assumed symmetrical three-phase bolted fault, bolted line-to-ground fault, and bolted line-to-line fault at each:
1. Calculation methods and assumptions.
2. Main breaker.
3. Low voltage switchboard and/or distribution panelboard.
4. Motor control centers, Motor starters, and VFD's.
5. Standby generator.
6. Automatic Transfer Switch.
7. All branch circuit panelboards.
8. Industrial control panels manufactured in accordance with UL 508A and NEC article 409.
9. Disconnect switches and other significant locations throughout the system.
10. Future load contributions as shown on one-line diagram.

D. Verify:
1. All equipment, main breaker, ATS, and protective devices are applied within their ratings.
2. Adequacy of switchgear, switchboard, panelboards, and motor control centers bus bars to withstand short circuit stresses.
3. Adequacy of transformer windings to withstand short circuit stresses.
4. Cable and busway sizes for ability to withstand short circuit heating, besides normal load currents.

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A. Proposed protective device coordination time-current curves for distribution system, graphically displayed on conventional log-log curve sheets. Time Current Curve plots from the software program are acceptable.
B. Each curve sheet to have title and one-line diagram that applies to specific portion of system associated with time-current curves on that sheet.
C. Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which device is exposed.
D. Identify device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.
E. Perform device coordination on time-current curves for low voltage distribution system(s).
F. Provide Individual protective device time-current characteristics on log-log paper or software generated graphs.
G. Plot Characteristics on Curve Sheets:
1. Electric utility's relays (if applicable).
2. Electric utility's fuses including manufacturer's minimum melt, total clearing,

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tolerance, and damage bands (if applicable).

3. Medium voltage equipment relays (if applicable).
4. Medium and low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands.
5. Low voltage equipment circuit breaker trip devices, including manufacturer’s tolerance bands.
6. Pertinent transformer full-load currents at 100 and 600 percent.
7. Transformer magnetizing inrush currents.
8. Transformer damage curves.
9. ANSI transformer fault withstand parameters.
10. Significant symmetrical and asymmetrical fault currents.
11. Ground fault protective device settings.
12. Cable damage curves.
13. Circuit breaker panelboard main breakers, where appropriate.
14. Motor circuit protectors for major motors

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A. Perform incident energy calculations in accordance with IEEE 1584-2002 Guide for Performing Arc Flash Hazard Calculations for all equipment analyzed in the short circuit study. Tabular results and recommended labels from the software program are acceptable.
B. Furnish recommendations for Personal Protective Equipment, in accordance with OSHA standards, and proper labels to be located on the electrical equipment in accordance with NEC Article 110.16.
C. Use data from short circuit and device coordination study.
D. Use manufacturer data for: enclosure type; gap between exposed conductors or busway; grounding type; number of phases and connection; and working distance.

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A. General Data:□
   1. Short circuit reactances of rotating machines.□
   2. Cable and conduit material data.□
   3. Bus data.□
   4. Transformer data.□
   5. Circuit resistance and reactance values.□
B. Short Circuit Data□
   1. Fault impedances.
   2. X to R ratios.
   3. Asymmetry factors.
   4. Motor contributions.
   5. Short circuit kVA.
   6. Symmetrical and asymmetrical fault currents.□
C. Recommended Protective Device Settings:□
   1. Relays:□
      a. Relay name.
      • Device number.

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- Description.
- TCC catalog number.
- Short circuit ratings.
- Current tap.
- Time dial (as applicable).
- Instantaneous pickup (as applicable).
- Ground fault settings (as applicable).

2. Circuit Breakers:
   a. Breaker name.
   - Breaker Description.
   - Model number.
   - TCC catalog number.
   - Short circuit rating.
   - Frame/Sensor rating.
3. Motor Circuit Protectors (MCP):
   a. MCP name.
   - MCP Description.
   - Model number.
   - TCC catalog number.
   - Short circuit rating.
   - Frame/Sensor rating.
   - Instantaneous settings.
4. Fuses:
   a. Fuse name.
   - Fuse Description.
   - Model number.
   - TCC catalog number.
   - Short circuit rating.
   - Fuse rating.

B. Written Summary:
   1. Scope of studies performed.
   a Explanation of bus and branch numbering system.
   b Selected equipment deficiencies.
   c Results of short circuit and coordination studies.
   d Comments or suggestions.
C. Suggest changes and additions to equipment rating and/or characteristics.
D. Notify Engineer in writing of existing circuit protective devices improperly rated for new fault conditions.

A. Adjust relay and protective device settings according to values established by the coordination study.

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B. Make other minor modifications to equipment as required to accomplish conformance with the short circuit and protective device coordination studies.
C. Provide and install short-circuit and arc flash labels on all electrical panels, enclosed circuit breakers, motor starters, VFD's, and disconnect switches in accordance with NFPA 70-2014 and NFPA 70E-2015.
D. Notify Engineer in writing of any required major equipment modifications.

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A. The Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Division.

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A. Furnish all labor, materials, equipment and incidentals required for a complete electrical system as hereinafter specified and shown on the Drawings. Electrical work to be performed under this Contract includes, but is not limited to, the following:
   1. Provide and install all equipment, conduit, and wiring for the electrical work indicated on the civil site plans and the electrical drawings in accordance with Division 16 of the specifications.

B. The work, apparatus and materials which shall be furnished under these Specifications and accompanying Drawings shall include all items listed hereinafter and/or shown on the Drawings. Certain equipment will be furnished as specified in other Sections of these Specifications which will require wiring thereto and/or complete installation as indicated. All materials necessary for the complete installation shall be furnished and installed by the DBF to provide complete power, communication systems, instrumentation, wiring and control systems as indicated on the Drawings and /or as specified herein.

C. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.

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A. Each bidder or his authorized representatives shall, before preparing his proposal, visit all areas of the sites in which work under this Section is to be performed and carefully inspect the existing conditions. The submission of the proposal by the bidder shall be considered evidence that he or his representative has visited the sites and noted the locations and conditions under which the work will be performed and that he takes full responsibility for a complete knowledge of all factors governing his work.

B. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the work of this Section shall be furnished at no extra cost.

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A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes.

B. All equipment and material shall be U.L. listed.

C. Pay all fees required for permits and inspections.

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A. The DBF shall coordinate with local representatives of the power utility to ensure

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the proper installation of these utilities at the project sites. Utility installation(s) shall be in accordance with the requirements of the Contract Documents and meet all requirements of the respective utility

A. The DBF shall furnish, install, and maintain all materials and equipment required to provide temporary light and power to perform the work of all trades during construction until work is completed. Adequate lighting and receptacle outlets for operation of hand tools shall be provided throughout the project, including trailers, field offices, etc. and shall be extended as construction progresses.
B. All reasonable safety requirements shall be observed to protect workers and the public from shock and fire hazards.
   1. Ground fault circuit interrupters shall be employed in accordance with codes.
   a Ground wires are required in all circuits. Ground poles are required on all outlets. All metallic cases shall be grounded.
   b Raintight cabinets shall be used for all equipment in wet locations.

A. The Drawings are not intended to show exact locations of conduit runs.
B. Unless otherwise approved by the Engineer conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
C. Where circuits are shown as "home-runs" all necessary fittings and boxes shall be provided for a complete raceway installation.
D. All wire, conduit, circuit breaker, and motor starter sizes shown on the drawings are indicative of the sizes required based upon the equipment shown. These may vary depending upon the actual equipment furnished. The DBF shall make adjustments as required to meet the installation requirements of equipment.
E. The locations of equipment and devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
F. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits shall be installed whenever needed to conform to the specific requirements of the equipment.
G. All connections to equipment shall be made as shown, specified, and directed and in accordance with the approved shop drawings.
H. All cutting and patching necessary throughout the existing site shall be done in a thoroughly workmanlike manner.

A. Component equipment furnished under this Specification will not be furnished as integrated systems.

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B. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection

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A. The materials used in all systems shall be new, unused, of the manufacturer's latest design, and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or Manufacturer's Specifications shall be submitted for approval as required by the Engineer.
B. Materials and equipment used shall be Underwriters Laboratories, Inc. listed.
C. Electrical equipment shall at all times during construction be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the DBF at his own cost and expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried-out and put through such special tests as directed by the Engineer, at the cost and expense of the DBF, or shall be replaced by the DBF at his own expense.
D. All electrical panels, enclosures, raceways, conduits, wireways, boxes, cabinets, etc., shall be fabricated of metal, Non-metallic substitutes are not acceptable. This does not apply to buried work.

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A. Shop drawings shall be submitted for approval of all materials, equipment, apparatus, and other items as required by the Engineer.
B. Shop drawings shall be submitted for all equipment supplied under Division 16 of the specifications.
C. Prior to submittal by the DBF, all shop drawings shall be checked for conformance with the Contract requirements. Shop drawings shall bear the date checked checker's name and indication of approval. Provide an itemized list noting all discrepancies with the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.
D. The Engineer's check shall be only for conformance with the design concept of the project and compliance with the Specifications and Drawings.
E. No material shall be ordered, or shop work started until the Engineer's approval of shop drawings has been given.

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A. All equipment furnished and installed, and all work performed under Division 16 shall be guaranteed by the DBF against defects of workmanship, materials, and proper installation for a minimum period of one (1) year from date of acceptance. This time shall be increased to the periods stated within individual specification sections as required.

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As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete, furnish a complete set of "as-built"

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drawings for the Project Record Documents.

A. Test all systems in the presence of the Engineer and repair or replace all defective work. Make all necessary adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.

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B. Furnish and install complete raceway systems as shown on the Drawings and as specified herein.

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A. Schedule 40 PVC conduit shall be used underground, unless otherwise noted. Transitions to exposed, outdoor locations shall be made using rigid aluminum conduit starting with the last 90 degree elbow.
B. Rigid aluminum conduit shall be used in exposed, outdoor locations except where specified otherwise.
C. PVC coated RGS conduit shall be used as raceways for shielded wiring.
D. All conduit of a given type shall be the product of one manufacturer.

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A. PVC conduit shall be rigid polyvinyl chloride type as manufactured by Carlon, an Indian Head Company, Phillips Petroleum Company, Triangle Pipe and Tube Company, Inc., or approved equal.
B. PVC coated rigid steel conduit shall be hot-dipped galvanized inside and out including threads. The PVC coating shall be UL listed for corrosion protection and be at least 40 mil thick. A 2 mil green urethane interior coating shall be provided. PVC coated rigid steel conduit shall be as manufactured by the Perma-Cote Company, Gilmer, Texas, or approved equal.
C. Rigid Aluminum Conduit:
   1. Meet requirements of ANSI C80.5 and UL 6.
   2. Material: Type 6063, copper-free aluminum alloy.

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A. Terminal boxes, junction boxes, pull boxes, etc., shall be schedule 80 PVC unless otherwise shown on the Drawings. Covers shall be gasketed and fastened with stainless steel screws. Boxes shall be as manufactured by Hoffman Engineering Company or approved equal.
B. Conduit hubs shall be as manufactured by Meyers Electric Products, Inc., Raco Division, Appleton Electric Company, or approved equal.

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A. No conduit smaller than 3/4 inch electrical trade size shall be used, nor shall any have more than four (4) 90 degree bends in any one run. Pull boxes shall be provided as required or directed.
B. An equipment grounding conductor sized per article 250-95 of the N.E.C. shall be installed in every raceway whether or not shown on the Drawings.
C. All underground conduit shall be buried at least 24 inches below grade.
D. A three (3) inch wide warning tape, red with black stenciled letters "CAUTION - CAUTION - CAUTION ELECTRICAL LINE BURIED BELOW" shall be installed at

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least 12 inches above, and along the entire length of all underground conduit.

E. No wire shall be pulled until the conduit system is complete in all details.

F. The ends of all conduits shall be tightly plugged to exclude dust and moisture while under construction.

G. Conduit supports shall be spaced at intervals of eight (8) feet or less, as required to obtain rigid construction.

H. Single conduits shall be supported by means of one-hole pipe clamps in combination with one-screw back plates, to raise conduits from the surface.

I. All conduits on exposed work shall be run at right angles to and parallel with the surrounding wall or slab. No diagonal runs will be allowed. Bends in parallel conduit runs shall be concentric. All conduits shall be run perfectly straight and true.

J. All earth, sod, etc., moved during the installation of underground conduit shall be replaced by the DBF to its original state.

K. Conduits terminating in gasketed enclosures shall be terminated with conduit hubs.

L. The ends of all conduits terminating in panels and cabinets shall be filled with silicone gel. Filling shall be done after the cable has been pulled in order to prevent moisture in the terminating enclosure.

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PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish, install and test all wire, cable, and appurtenances as shown on the Drawings and as hereinafter specified

1.02 SUBMITTALS

A. Wire for all low voltage power and motor circuits shall be type XHHW, stranded.
B. Single conductor wire for control, indication and metering shall be type THHN/THWN No. 14 AWG, stranded.
C. Wire for process instrumentation shall be shielded pairs No. 16 AWG, stranded with individual drain wires.

1.03 MATERIAL SUBMITTALS

A. Samples of proposed wire and cable shall be submitted for approval. Each sample shall have the size, type of insulation and voltage stencilled on the jacket.
B. Approved samples will be sent to the project location for comparison by the Resident Engineer with the wire actually installed.
C. Installed, unapproved wire shall be removed and replaced at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 MATERIAL

A. All wires and cables shall be of annealed, 98 percent conductivity, soft drawn copper conductors.
B. All conductors No. 8 AWG and larger shall be stranded.
C. Type XHHW shall be 600 volt cross-linked polyethylene (XLP) and type THHN/THWN shall be 600 volt as manufactured by the Hi-Tech Company, Rome Cable Corporation, The Okonite Company or approved equal.
D. Process instrumentation wire shall be 600 volt, PVC or polyethylene insulated, aluminum/polyester tape shielded, polyvinyl chloride jacketed, type “TC” as manufactured by the American Insulated Wire Company, Belden Corporation, “Beldfoil” 9342, or approved equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. All conductors shall be carefully handled to avoid kinks or damage to insulation.
B. Lubrications shall be used to facilitate wire pulling. Lubricants shall be U.L. listed for use with the insulation specified.
C. Shielded instrumentation wire shall be installed from terminal to terminal with no splicing at any intermediate point.
D. Instrumentation cables shall be separated from power and control cables in pullboxes.
E. Shielding on instrumentation wire shall be grounded at the transmitter end only, or as directed by the supplier of the instrumentation equipment.

Wire and cable connections to terminals, splices, and taps shall be made with compression connectors. Connections of insulated conductors shall be insulated and covered. All connections shall be made using materials and installation

methods in accordance with instructions and recommendations of the manufacturer of the particular item of wire and cable. The conductivity of all completed connections shall be not less than that of the uncut conductor. The insulation resistance of all completed connections of insulated conductors shall be not less than that of the uncut conductor.

F. All wire and cable shall be continuous and without splices between points of connection to equipment terminals, except a splice will be permitted by the Engineer if the length required between the points of connection exceeds the greatest standard shipping length available from the manufacturer specified or approved by the Engineer as the manufacturer of the particular item of wire and cable.

G. Steel fish tapes and/or steel pulling cables shall not be used in PVC conduit runs.

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A. All 600 volt wire insulation shall be tested with a megohm meter after installation. Tests shall be made at not less than 1,000 VDC

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GENERAL

SCOPE

A. A. This section applies only when referenced by a motor-driven equipment specification. Application, horsepower, enclosure type, mounting, shaft type, synchronous speed, and any deviations from this section will be listed in the equipment specification. Where such deviations occur, they shall take precedence over this section.

REFERENCES

A. The following is a list of standards which may be referenced in this section:
   a. Anti-Friction Bearing Manufacturers' Association (AFBMA):
      1) 9, Load Ratings and Fatigue Life for Ball Bearings.
      2) 11, Load Rating and Fatigue Life for Roller Bearings.
   b. American National Standards Institute (ANSI): C50.41, Polyphase Induction Motors for Power Generating Stations.
   c. Institute of Electrical and Electronics Engineers, Inc. (IEEE):
      1) 85, Test Procedure for Airborne Sound Measurements on Rotating Machines.
      2) 112, Standard Test Procedures for Polyphase Induction Motors and Generators.
      3) 114, Standard Test Procedures for Single-Phase Induction Motors.
      4) 620, Guide for Construction and Interpretation of Thermal Limit Curves for Squirrel-Cage Motors Over 500 Horsepower.
      5) 841, Recommended Practice for Chemical Industry Severe-Duty Squirrel-Cage Induction Motors, 600V and Below.
   d. National Electrical Manufacturers Association (NEMA):
      1) MG 1, Motors and Generators.
      2) MG 13, Frame Assignments for Alternating Current Integral Horsepower Induction Motors.
      3) 250, Enclosures for Electrical Equipment (1,000 Volts Maximum).
   e. National Fire Protection Association (NFPA): 70, National Electrical Code. (NEC)
   f. Underwriters Laboratories (UL):
      1) 547, Thermal Protectors for Electric Motors.
      2) 674, Electric Motors and Generators Used in Hazardous (Classified) Locations.

DEFINITIONS

A. CISD-TEFC: Chemical industry, severe-duty enclosure.
B. DIP: Dust-ignition-proof enclosure.
C. EXP: Explosion-proof enclosure.
D. ODP: Open drip-proof enclosure.
E. TEFC: Totally enclosed, fan cooled enclosure.
F. TENV: Totally enclosed, nonventilated enclosure.
G. WPI: Open weather protected enclosure, Type I.
H. WPII: Open weather protected enclosure, Type II.
I. Motor Nameplate Horsepower: That rating after any derating required to allow for extra heating caused by the harmonic content in the voltage applied to the motor by its controller.

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A. Shop Drawings:
   a. Descriptive information.
   b. Nameplate data in accordance with NEMA MG 1.
   c. Additional Rating Information:
      1) Service factor.
      2) Locked rotor current.
      3) No load current.
      4) Safe stall time for motors 200 horsepower and larger.
      5) Multispeed load classification (e.g., variable torque).
      6) Adjustable frequency drive motor load classification (e.g., variable torque) and minimum allowable motor speed for that load classification.
   d. Enclosure type and mounting (e.g. horizontal, vertical).
   e. Dimensions and total weight.
   f. Conduit box dimensions and usable volume as defined in NEMA MG 1 and NFPA 70.
   g. Bearing type.
   h. Bearing lubrication.
   i. Bearing life.
   j. Space heater voltage and watts.
   k. Description and rating of motor thermal protection.
   l. Motor sound power level in accordance with NEMA MG 1.
   m. Maximum brake horsepower required by the equipment driven by the motor.
   n. Description and rating of submersible motor moisture sensing system.
B. Quality Control Submittals:
   a. Factory test reports, certified.
   b. Manufacturer's Certificate of Proper Installation, 100 horsepower and larger.
   c. Operation and Maintenance Manual.

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A. General Electric.
B. Reliance.
C. MagneTek.
D. Siemens.
E. Baldor.
F. U.S. Motors.
G. Westinghouse.
H. Toshiba.□

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A. For multiple units of the same type of equipment, furnish identical motors and accessories of a single manufacturer.
B. In order to obtain single source responsibility, utilize a single supplier to provide a drive motor, its driven equipment, and specified motor accessories.
C. Meet requirements of NEMA MG 1.
D. Frame assignments in accordance with NEMA MG 13.

E. Provide motors for hazardous (classified) locations that conform to UL 674 and have an applied UL listing mark.
F. Motors shall be specifically designed for the use and conditions intended, with a NEMA design letter classification to fit the application.
G. Lifting lugs on all motors weighing 100 pounds or more.
H. Operating Conditions:
   a. Maximum ambient temperature not greater than 50 degrees C.
   b. Motors shall be suitable for operating conditions without any reduction being required in the nameplate rated horsepower or exceeding the rated temperature rise.
   c. Overspeed in either direction in accordance with NEMA MG 1.

[illegible]

A. As designated in motor-driven equipment specifications.
B. Constant Speed Applications: Brake horsepower of the driven equipment at any head capacity point on the pump curve not to exceed motor nameplate horsepower rating, excluding any service factor.
C. Adjustable Frequency, Adjustable Speed Applications: Driven equipment brake horsepower at any head capacity point on the pump curve not to exceed motor nameplate horsepower rating, excluding any service factor.

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A. 1.15 minimum at rated ambient temperature, unless otherwise indicated.

[illegible]

A. System Frequency: 60-Hz.
B. Voltage Rating: Unless otherwise indicated in motor-driven equipment specifications:

Size	Voltage	Phases
1/2 hp and smaller	115	1
3/4 hp through 400 hp	460	3
450 hp and larger	4,000	3

C. Suitable for full voltage starting.
D. One hundred horsepower and larger also suitable for reduced voltage starting with 65 or 80 percent voltage tap settings on reduced inrush motor starters.
E. Suitable for accelerating the connected load with supply voltage at motor starter supply terminals dipping to 90 percent of motor rated voltage.

[illegible]

A. For all motors except single-phase, under 1 horsepower, multispeed, short time rated and submersible motors, or motors driving gates, valves, elevators, cranes, trolleys, and hoists:
   a. Efficiency:
      1) Tested in accordance with NEMA MG 1, paragraph 12.54.1.
      2) Guaranteed minimum at full load in accordance with Table 1 or as indicated in motor-driven equipment specifications.

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b. Power Factor: Guaranteed minimum at full load in accordance with Table 1 or as indicated in motor-driven equipment specifications.

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A. Locked rotor kVA Code F or lower if motor horsepower not covered by NEMA MG 1 tables.
B. Safe stall time 15 seconds or greater.

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A. Single-Phase, Fractional Horsepower Motors: Manufacturer's standard winding insulation system.
B. Motors rated over 600 Volts: Sealed windings in accordance with NEMA MG 1.
C. Three-Phase and Integral Horsepower Motors, Unless Otherwise Indicated in Motor-Driven Equipment Specifications: Class F with Class B rise at nameplate horsepower and designated operating conditions, except EXP and DIP motors which must be Class B with Class B rise.

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A. All enclosures to conform to NEMA MG 1.
B. Unless otherwise noted, all motors shall be TEFC and shall furnish with a drain hole with porous drain/weather plug.
C. Explosion-Proof (EXP):
   a. TEFC listed to meet UL 674 and NFPA 70 requirements for Class 1, Division 1, Group C and D hazardous locations.
   b. Drain holes with drain and breather fittings.
   c. Integral thermostat opening on excessive motor temperature in accordance with UL 547 and NFPA 70.
   d. Thermostat leads to terminate in a terminal box separate from main terminal box.
D. Dust-Ignition-Proof (DIP):
   a. TEFC listed to meet UL 674 and NFPA 70 requirements for Class II, Division 1, Group E, F, G.
   b. Integral thermostat opening on excessive motor temperature in accordance with UL 547 and NFPA 70.
   c. Thermostat leads to terminate in a terminal box separate from main terminal box.
E. Submersible: In accordance with Paragraph SPECIAL MOTORS.
F. Chemical Industry, Severe-Duty (CISD-TEFC): In accordance with Paragraph SPECIAL MOTORS.

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A. Oversize main terminal boxes for all motors.
B. Diagonally split, rotatable to each of four 90-degree positions. Threaded hubs for conduit attachment.
C. Except ODP, furnish gaskets between box halves and between box and motor frame.
D. Minimum usable volume in percentage of that specified in NEMA MG 1-11.06 and 20.62 and NFPA 70, Article 430:

Voltage	Horsepower	Percentage

Below 600	15 thru 125	500
Below 600	150 thru 300	275
Below 600	350 thru 600	225
Above 600	All Sizes	200

E. Terminal for connection of equipment grounding wire in each terminal box.

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A. Horizontal Motors:
   a. 3/4 horsepower and Smaller: Permanently lubricated and sealed ball bearings, or regreasable ball bearings in labyrinth sealed end bells with removable grease relief plugs.
   b. 1 Through 400 horsepower: Regreasable ball bearings in labyrinth sealed end bells with removable grease relief plugs.
   c. Above 400 horsepower: Regreasable antifriction bearings in labyrinth sealed end bells with removable grease relief plugs.
   d. Minimum 100,000 hours L-10 bearing life for ball and roller bearings as defined in AFBMA 9 and 11.

B. Vertical Motors:
   a. Thrust Bearings:
      1) Antifriction bearing.
      2) Manufacturer's standard lubrication 100 horsepower and larger.
      3) Oil lubricated 125 horsepower and larger.
      4) Minimum 50,000 hours L-10 bearing life.
   b. Guide Bearings:
      1) Manufacturer's standard bearing type.
      2) Manufacturer's standard lubrication 200 horsepower and larger.
      3) Oil lubricated 250 horsepower and larger.
      4) Minimum 100,000 hours L-1O bearing life.

C. Regreasable Antifriction Bearings:
   a. Readily accessible, grease injection fittings.
   b. Readily accessible, removable grease relief plugs.

D. Oil Lubrication Systems:
   a. Oil reservoirs with sight level gauge.
   b. Oil fill and drain openings with opening plugs.
   c. Provisions for necessary oil circulation and cooling.

[illegible] [illegible]

A. Measured in accordance with IEEE 85 and NEMA MG 1.
B. Motors controlled by adjustable frequency drive systems shall not exceed sound levels of 3 dBA higher than NEMA MG 1.

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A. In accordance with NEMA MG 1-12.06.

[illegible] [illegible]M[illegible]

A. External Finish: Prime and finish coat manufacturer's standard. Field painting in accordance with Section 09900, PAINTING AND PROTECTIVE COATINGS.
B. Internal Finish: Bore and end turns coated with clear polyester or epoxy varnish[illegible]

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A. Screen Over Air Openings: Stainless steel on motors with ODP, WPI, and WPII enclosures meeting requirements for Guarded Machine in NEMA MG 1.
B. Winding Thermal Protection:
   a. Thermostats:
      1) Motors for constant speed and adjustable speed application 30 through 75 horsepower.
      2) Bi-metal disk or rod type thermostats embedded in stater windings (normally closed contact).
      3) Automatic reset contacts rated 120 volts ac, 5 amps minimum, opening on excessive temperature. (Manual reset will be provided at motor controller.)
C. Nameplates:
   a. Raised or stamped letters on stainless steel or aluminum.
   b. Display all motor data required by NEMA MG 1-10.37 and NEMA MG 1-10.38 in addition to bearing numbers for both bearings.
   c. Premium efficiency motor nameplates to also display NEMA nominal efficiency, full load power factor, and maximum allowable kVAR for power factor correction capacitors.

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A. Requirements in this article take precedence over conflicting features specified elsewhere in this section.
B. Submersible Pump Motors:
   a. Manufacturers:
      1) Reliance.
      2) Flygt.
   b. At 100 Percent Load:

Horsepower	Guaranteed Minimum Efficiency	Guaranteed Minimum Power Factor
5 thru 10	80	82
10.1 thru 50	85	82
50. 1 thru 100	87	82
Over 100	89	82

   c. Insulation System: Manufacturer's standard Class B or Class F.
   d. Motor capable of running dry continuously.
   e. Enclosure:
      1) Hermetically sealed, watertight, for continuous submergence up to 65-foot depth.
      2) Listed to meet UL 674 and NFPA 70 requirements for Class 1, Division 1, Group D hazardous atmosphere.
      3) Seals: Tandem mechanical.
   f. Bearing and Lubrication:
      1) Permanently sealed and lubricated, replaceable antifriction guide and thrust bearings.
      2) Minimum 15,000 hours L-10 bearing life.

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g. Inrush kVA/horsepower no greater than NEMA MG 1 and NFPA 70, Code F.
h. Winding Thermal Protection:
    1) Thermal sensor and switch assembly, one each phase, embedded in stater windings and wired in series.
    2) Switches normally closed, open upon excessive winding temperature, and automatically reclose when temperature has cooled to safe operating level.
    3) Switch contacts rated at 5 amps, 120 volts ac.
i. Motor Seal Failure Moisture Detection:
    1) Probes or sensors to detect moisture beyond seals.
    2) Probe or sensor monitoring module for mounting in motor controller, suitable for operation from 120-volt ac supply.
    3) Monitoring module with control power transformer, probe test switch and test light, and two independent 120-volt ac contacts, one opening and one closing when the flux of moisture is detected.
j. Bearing Overtemperature Protection for Motors Larger than 100 Horsepower:
    1) Sensor on lower bearing housing monitoring bearing temperature.
    2) Any monitoring relay necessary to provide 120-volt ac contact opening on bearing overtemperature.
k. Winding thermal protection, moisture detection, and bearing overtemperature specified above may be monitored by a single device providing two independent 120-volt ac contacts, one closing and one opening on malfunction.
l. Connecting Cables:
    1) One cable containing power, control, and grounding conductors.
    2) Each cable suitable for hard service, submersible duty with watertight seal where cable enters motor.
    3) Length: 30 feet minimum, coordinate proper length.
    4) UL 1 listed and sized in accordance with NFPA 70.

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A. Tests:
    a. In accordance with IEEE 112 for polyphase motors and IEEE 114 for single-phase motors.
    b. Routine (production) tests on all motors in accordance with NEMA MG 1, plus no load power at rated voltage and polyphase, rated voltage measurement of locked rotor current. Test multispeed motors at all speeds.
    c. For energy efficient motors, test efficiency at 50, 75, and 100 percent of rated horsepower:
        1) In accordance with IEEE 112, Test Method B, and NEMA MG 1, paragraphs 12.54 and 12.57.
        2) For motors 500 horsepower and larger where facilities are not available to test by dynamometer (Test Method B), determine efficiency by IEEE 112, Test Method F.
    d. Power factor:
        1) Speed.
        2) Current at rated horsepower.
        3) kW input at rated horsepower.
        4) On motors of 100 horsepower and smaller, furnish a certified copy of a

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motor efficiency test report on an identical motor.

B. Test Report Forms:
   a. Routine Tests: IEEE 112, Form A-1.

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A. In accordance with manufacturer's instructions and recommendations.
B. Align motor carefully and properly with driven equipment.
C. Secure equipment to mounting surface with anchor bolts. Provide anchor bolts meeting manufacturer's recommendations and of sufficient size and number for the specified seismic conditions.

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A. General: Inspection and testing limited to motors rated 5 horsepower and larger.
B. Visual and Mechanical Inspection:
   a. Proper electrical and grounding connections.
   b. Shaft alignment.
   c. Blockage of ventilating air passageways.
   d. Operate Motor and Check For:
      1) Excessive mechanical and electrical noise.
      2) Overheating.
      3) Correct rotation.
      4) Check vibration detectors, resistance temperature detectors, or motor inherent protectors for functionability and proper operation.
      5) Excessive vibration.
   e. Check operation of space heaters.
C. Electrical Tests:
   a. Insulation Resistance Tests:
      1) In accordance with IEEE 43 at test voltages established by NETA ATS, Table 10.2 for:
         - Motors above 200 horsepower for l0-minute duration with resistances tabulated at 30 seconds, 1 minute, and 10 minutes.
         - Motors 200 horsepower and less for 1-minute duration with resistances tabulated at 30 and 60 seconds.
      2) Insulation resistance values equal to, or greater than, ohmic values established by manufacturers.
   b. Calculate polarization index ratios for motors above 200 horsepower. Investigate index ratios less than 1.5 for Class A insulation and 2.0 for Class B insulation.
   c. Insulation resistance test on insulated bearings in accordance with manufacturer's instructions.
   d. Measure running current and voltage and evaluate relative to load conditions and nameplate full-load amperes.
   e. Overpotential Tests:
      1) Applied dc voltage in accordance with IEEE 95.
      2) Limited to 4,000-volt motors rated 1,000 horsepower and greater.
      3) Test results evaluated on pass/fail basis.

A. Table supplements

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SECTION 03300
CAST-IN-PLACE CONCRETE

TABLE 1									
MOTOR PERFORMANCE REQUIREMENTS									
		% Guar. Min. Full Load Efficiency				%Guar. Min. Full Load Power Factor			
		Horizontal		Vertical		Horizontal		Vertical	
hp	Nom.Speed rpm	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC
1	1800	80.0	81.5			Mfr.'s Std.	Mfr.'s Std.		
	1200	78.5	79.3			Mfr.'s Std.	Mfr.'s Std.		
1.5	3600	79.3	81.5			Mfr.'s Std.	Mfr.'s Std.		
	1800	79.3	82.0			Mfr.'s Std.	Mfr.'s Std.		
	1200	82.5	84.0		82.0	Mfr.'s Std.	Mfr.'s Std.		Mfr.'s Std.
2	3600	82.0	84.0			Mfr.'s Std.	Mfr.'s Std.		
	1800	81.5	83.7			Mfr.'s Std.	Mfr.'s Std.		
	1200	85.5	85.5	83.7	83.7	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	82.9	82.5	82.9	81.7	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
3	3600	82.0	84.0	82.0	82.0	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	84.8	86.5	84.8	84.8	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	87.5	88.1	87.5	86.6	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	84.1	82.9	84.1	82.9	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
5	3600	84.8	86.5	84.8	84.8	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	86.5	86.5	84.8	84.8	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	87.5	88.1	87.5	86.6	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	87.5	86.5	87.5	86.6	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
7.5	3600	86.5	88.1	84.8	86.6	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	89.3	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	88.5	88.5	88.4	87.5	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	87.5	86.5	87.5	86.6	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
10	3600	89.3	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.

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TABLE 1									
MOTOR PERFORMANCE REQUIREMENTS									
		% Guar. Min. Full Load Efficiency				%Guar. Min. Full Load Power Factor			
		Horizontal		Vertical		Horizontal		Vertical	
hp	Nom.Speed rpm	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC
	1800	89.3	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	89.5	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	89.3	88.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
15	3600	88.5	89.8	88.4	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	91.0	91.0	90.9	90.2	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	90.2	90.2	90.2	89.3	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	89.3	88.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
20	3600	91.0	90.6	90.9	89.3	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	91.7	91.7	91.7	90.9	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	91.0	90.6	90.2	89.3	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	90.2	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
25	3600	91.7	91.0	91.7	90.2	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	92.4	92.4	92.4	91.7	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	91.7	91.0	90.9	89.3	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	90.2	89.5	89.3	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
30	3600	91.7	91.4	89.5	88.4	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1800	92.4	92.4	92.4	91.7	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	1200	91.7	91.0	91.7	90.2	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
	900	91.7	91.7	90.9	90.9	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.	Mfr.'s Std.
40	3600	91.7	91.7	90.2	89.3	86.6	86.1	87.0	89.0
	1800	93.6	93.0	92.8	91.7	78.2	78.2	83.0	84.5
	1200	92.4	92.4	91.7	90.9	81.5	81.5	81.5	81.5
	900	91.7	91.0	90.9	90.2	70.0	70.5	70.0	70.5
50	3600	92.0	92.0	90.2	89.3	85.1	86.7	89.0	89.0
	1800	93.6	93.0	92.8	91.7	79.5	79.4	82.5	82.5
	1200	92.4	92.4	91.7	90.9	81.5	81.5	81.5	81.5

SECTION 03300
CAST-IN-PLACE CONCRETE

TABLE 1									
MOTOR PERFORMANCE REQUIREMENTS									
		% Guar. Min. Full Load Efficiency				%Guar. Min. Full Load Power Factor			
		Horizontal		Vertical		Horizontal		Vertical	
hp	Nom.Speed rpm	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC
	900	91.7	91.7	90.9	90.9	78.5	72.9	78.5	80.0
60	3600	92.7	93.0	91.7	90.9	85.8	88.3	87.5	89.0
	1800	93.6	94.1	93.5	92.8	80.5	79.9	80.5	80.5
	1200	93.0	93.0	92.8	91.7	81.5	81.5	81.5	81.5
	900	92.4	91.7	91.7	90.9	79.5	73.2	79.5	79.5
70	3600	93.6	93.6	91.7	91.7	87.1	88.5	88.5	88.5
	1800	94.5	94.5	93.5	93.5	81.0	81.5	81.0	81.5
	1200	93.6	93.5	93.5	92.8	82.0	82.0	82.0	82.0
	900	92.8	92.4	92.8	91.7	80.5	74.5	80.5	81.0
100	3600	93.6	93.3	91.7	90.7	87.0	88.2	87.0	88.5
	1800	95.1	94.5	94.0	93.5	81.0	81.0	81.0	81.0
	1200	93.6	93.6	92.8	92.8	82.1	81.7	85.5	85.5
	900	93.5	92.4	92.8	91.7	77.0	77.3	77.0	80.0
125	3600	93.6	93.7	91.7	91.7	86.4	89.1	87.0	90.5
	1800	94.5	94.7	93.5	92.8	85.4	85.5	87.5	86.0
	1200	93.6	94.1	93.5	92.8	82.7	82.3	85.5	85.5
	900	93.5	93.0	92.8	92.4	78.5	78.5	78.5	78.5
150	3600	93.6	93.7	92.4	91.7	86.5	90.0	86.5	90.5
	1800	95.0	95.2	94.5	94.0	82.5	85.0	84.5	85.0
	1200	94.5	94.5	93.5	94.0	81.5	81.5	81.5	81.5
	900	93.5	93.0	92.8	92.4	78.0	78.5	78.0	78.5
200	3600	94.3	94.3	92.4	93.0	87.8	89.4	91.0	91.0
	1800	95.0	95.2	94.0	94.0	85.2	86.5	87.0	87.0
	1200	94.5	94.5	93.5	93.5	79.0	82.5	79.0	82.5
250	3600	94.3	94.7	91.7	92.4	85.0	86.5	85.0	96.5

TABLE 1									
MOTOR PERFORMANCE REQUIREMENTS									
		% Guar. Min. Full Load Efficiency				%Guar. Min. Full Load Power Factor			
		Horizontal		Vertical		Horizontal		Vertical	
hp	Nom.Speed rpm	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC	Drip-proof ODP	TEFC
	1800	85.4	95.4	94.5	94.5	79.0	79.0	79.0	79.0
	1200	95.0	94.5	94.5	93.5	82.0	82.0	82.0	82.0
300	3600	93.7	94.3			89.8	89.9		
	1800	95.4	95.2	94.5	94.0	80.0	80.0	800	80.0
	1200	93.7	93.7			84.5	90.1		
350	3600	94.3	94.7			89.4	85.9		
	1800	94.7	94.7			85.9	85.9		
400	3600	94.3				88.4			
	1800	9437				86.8			
450	3600	94.7				89.1			
500	3600	94.7				88.3			

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A. Furnish and install a complete grounding system in strict accordance with Article 250 of the National Electric Code and as hereinafter specified and shown on the Drawings.

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A. Ground rods shall be copper clad steel 5/8 inch diameter x 20 foot minimum length. Ground rods shall be Copperweld or be an approved equal product.

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A. DBF shall not allow any grounding connections to be painted. If the connections are painted, they shall be disassembled and remade with new fittings.
B. Grounding electrodes shall be driven as required. Where rock is encountered, grounding plates may be used in lieu of grounding rods.
C. All equipment enclosures, motor frames, conduits systems, exposed structural steel, and similar items shall be grounded.
D. Exposed connections shall be made by means of approved grounding clamps. Exposed connections between different metals shall be sealed with No-Oxide Paint Grade A or approved equal. All buried connections shall be made by welding process equal to Cadweld.
E. All grounding conductors shall be laid slack and where exposed to mechanical injury, shall be protected by pipes or other substantial guards. If guards are iron pipe or other magnetic material, conductors shall be electrically connected to both ends of the guard.
F. The DBF shall exercise care to insure good ground continuity, in particular between the conduit system and equipment frames and enclosures. Where necessary, jumper wires shall be installed.

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A. The DBF shall test the ground resistance of the system. Testing shall not be performed within 48 hours of rainfall. All test equipment shall be provided by the DBF and approved by the Engineer. Dry season resistance of the system shall not exceed 5 ohms. Submit test results to the Engineer for approval. In the event that the specified resistance cannot be achieved through the grounding as shown, provide additional grounding as directed by the Engineer.
B. All grounding system continuity shall be checked with a low range ohmmeter.

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PART 2 - PRODUCTS

2.01 VARIABLE FREQUENCY DRIVE(S)

A. Provide all labor, materials, equipment, and incidentals required, and install, place in operation and field test variable frequency drive(s) (VFD's).

B. The variable frequency drive shall be a space vector Pulse-Width Modulated (PWM) design. Modulation methods which incorporate "gear-changing" techniques are not acceptable. The final responsibility of distributor or packager modifications to a third- party standard product will reside with the VFD manufacturer. The VFD manufacturer shall have overall responsibility for the drives. All drives shall be supplied by one manufacturer. The VFD shall be manufactured within the United States of America to alleviate concerns of future serviceability and parts availability.

C. VFD's shall be six (6) pulse units.

2.02 RELATED EQUIPMENT

A. Pumps, General

2.03 SOURCE QUALITY CONTROL

A. The entire VFD system as described in section 2.01B shall be factory assembled and system tested by the VFD manufacturer to assure a properly coordinated system.

B. Codes: Provide equipment in full accordance with the latest applicable rules, regulations, and standards of:

a. Local Laws and Ordinances.
b. State and Federal Laws.
c. National Electric Code (NEC).
d. Underwriters Laboratories (UL).
e. American National Standards Institute (ANSI).
f. National Electrical Manufacturers Association (NEMA).
g. Institute of Electrical and Electronics Engineers (IEEE).

C. The complete drive system shall be UL listed.

D. Acceptable Manufacturers:

a. Allen Bradley.
b. No Approved "or Equal"

2.04 SUBMITTALS

A. Submittals shall be custom prepared by the VFD manufacturer for this specific application.

B. Submittal information shall include, but not be limited to:

a. Equipment dimensions, including stub-up locations, shipping splits and shipping weights.
b. Catalog cuts of major components.
c. Spare parts list, per Paragraph 3.03.
d. Certifications, including:
    1) Warranty, per section 1.04.
    2) Efficiencies, per section 2.02.A.1.
e. Harmonic Distortion Analysis, per section 2.01D.

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A. All equipment furnished under this section shall be warranted for onsite parts and labor by the DBF and the equipment manufacturers for a period of five (5) years after completion of startup.

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□□□□ **M**□□□**R**□□□□□**D**□□□□□□**M**□□□□

A. Any modifications to a standard product required to meet this specification shall be performed by the VFD manufacturer only. Distributor or system integrator changes to the VFD manufacturer's product are specifically disallowed.
B. The VFD system shall consist of a power factor correction / harmonic filter unit, input rectifier-grade phase-shifting transformer, 6 pulse converter section, output inverter and control logic section, harmonic filtering unit, and input line reactor. All components listed including power factor correction / harmonic filter shall be integral to the VFD lineup, factory wired and tested as a complete system. The entire VFD system shall meet the requirements of NEC article 409 and IEEE 508A for fault current withstand ratings as indicated on the project electrical drawings.
C. Input circuit breaker, interlocked with the enclosure door, with through-the-door handle to provide positive disconnect of incoming AC power and shall be capable of being locked in the open position.
D. VFD system shall maintain a 0.95 minimum true power factor throughout the entire speed range.

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A. Ratings
   a. The drive system shall be 96% efficient at full load and full speed and 95.5% efficient at 51% load and 80% speed. Losses to be utilized in drive system efficiency calculation shall include input transformer, harmonic filter, and power factor correction if applicable, VFD converter and output filter if applicable. Auxiliary controls, such as internal VFD control boards, cooling fans or pumps, shall be included in all loss calculations.
   b. Rated Input Power: 460 Volts 60 Hz, +10%, -5% at rated load, 3-phase.
      1) Voltage Dip Ride-Through: VFD shall be capable of sustaining continued operation with a 40% dip in nominal line voltage. Output speed may decline only if current limit rating of VFD is exceeded.
      2) Power Loss Ride-through: VFD shall be capable of a minimum 3 cycle power loss ride-through without fault activation.
   c. Output Power: As required by motors supplied.
   d. Ambient Temperature Range: 0 to 40°C.
   e. Elevation: Up to 3300 feet (1000 meters) above MSL without derating.
   f. Atmosphere: Non-condensing relative humidity to 95%.
   g. AC Line Frequency Variation: +/- 3 Hertz.
   h. Power Unit Rating Basis: 110% rated current continuous, 150% rated current for one minute, at rated temperature.
B. Construction
   a. The controller shall produce an adjustable AC voltage/frequency output. It shall have an output voltage regulator to maintain correct output V/Hz ratio

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despite incoming voltage variations.

b. The controller shall have a continuous output current rating of 100% of motor nameplate current.
c. The converter section shall be 6 pulse minimum utilizing diodes.
d. The inverter output shall be generated by IGBTs. Pulse Width Modulation strategy will be of the space vector type implemented to generate a sine-coded output voltage. The VFD shall not induce excessive power losses in the motor. The worst-case RMS motor line current measured at rated speed, torque and voltage shall not exceed 1.05 times the rated RMS motor current for pure sine wave operation. The inverters shall be able to sustain 1600-volt surges.
e. The controller(s) shall be suitable for use with any standard NEMA-B squirrel-cage induction motor(s) having a 1.15 Service Factor or with existing standard NEMA-B squirrel-cage induction motor(s) with nameplate data as shown on the plans. Provide drives with dV/dT output filters manufactured by Trans-Coil type KLC if the pump is more than 50ft of cable length from VFD. At any time in the future, it shall be possible to substitute any standard motor (equivalent horsepower, voltage and RPM) in the field.
f. The control logic section shall be fully digital and not require analog adjustment pots or fixed selector resistors. A power failure will not necessitate a reload of any drive parameter or configuration.
g. Minimum Starting Speed: When called to operate, the VFD shall immediately ramp to a minimum speed. The minimum speed shall be adjustable but initially set at 70% of maximum speed. The 4-20 MA speed signal from the PLC and potentiometer on the front of the drive shall modulate the signal between the minimum speed setpoint and the maximum output speed of the drive; i.e., at the 4 MA signal, the VFD shall run at the minimum speed. At the 20 MA signal, the VFD shall run at full speed. The potentiometer shall also adjust speed between the minimum speed setpoint and the maximum running speed. Below the minimum speed setpoint, the potentiometer shall have no effect.
h. All 6-pulse VFD’s shall be provided with 3% input line reactors.

C. Basic Features

a. The VFD shall include a customer selectable automatic restart feature. When enabled, the VFD shall automatically attempt to restart after a trip condition resulting from instantaneous overcurrent, overvoltage, out of saturation or overload. For safety, the drive shall shut down and require manual reset and restart if the automatic reset/restart function (programmable for up to 3 attempts) is not successful within a customer programmable time period. Auto-Restart shall be programmable to allow for individual fault selection.
b. A door-mounted membrane keypad with integral 2-line minimum, 24-character LCD display shall be furnished, capable of controlling the VFD and setting drive parameters. The keypad shall include the following features:
    1) The digital display must present all diagnostic message and parameter values in English engineering units when accessed, without the use of codes.
    2) The digital keypad shall allow the operator to enter exact numerical settings in English engineering units. A user menu written in plain English (rather than codes) shall be provided in software in nonvolatile memory as a guide to parameter setting and resettable in the field through the keypad. Multiple levels of password security shall be available to protect

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drive parameters from unauthorized personnel. The drive set up parameters must be able to be transferred to new boards to reprogram spare boards.

3) The following digital door-mounted keypad indications may be selectively displayed:
   - Speed demand in percent.
   - Output current in amperes.
   - Output Frequency in hertz.
   - Input voltage.
   - Output voltage.
   - Total 3-phase KW.
   - Kilowatt hour meter
   - Elapsed time running meter.
   - RPM.
   - DC bus voltage.
4) VFD shall have the capability of communicating via an RS-232, RS-422, or RS-485 port.
5) VFD parameters, fault log and diagnostic log shall be downloadable via the RS-232, RS-422, or RS-485 port.

c. Refer to the VFD wiring diagram in the drawings for remote signals and alarms.

D. Enclosure

a. All VFD components shall be factory mounted and wired on a dead front, grounded, NEMA-1 enclosure. If a free-standing enclosure is provided, it shall be suitable for mounting on a concrete housekeeping pad.

E. Protective Features and Circuits: The controller shall include the following alarms and protective features:

a. Instantaneous overcurrent and overvoltage trip.
b. Undervoltage and power loss protection.
c. Power unit overtemperature alarm and protection. Upon sensing an overtemperature condition, the VFD is to automatically trip.
d. Electronic motor inverse time overload protection.
e. Responsive action to motor winding temperature detectors or thermostatic switches. A dry contact (NC) input to the VFD is required.
f. When power is restored after a complete power outage, the VFD shall be capable of catching the motor while it is still spinning and restoring it to proper operating speed without the use of an encoder.
g. The VFD shall be protected from damage due to the following, without requiring an output contactor:
   1) Three-phase short circuit on VFD output terminals.
   2) Loss of input power due to opening of VFD input disconnecting device or utility power failure during VFD operation.
   3) Loss of one (1) phase of input power.
h. The VFD shall continue to operate at a reduced capacity under a single-phase fault condition.
i. The VFD shall be able to withstand the following fault conditions without damage to the power circuit components:
   1) Failure to connect a motor to the VFD output.
   2) VFD output open circuit that may occur during operation.
   3) VFD output short circuit that may occur during operation.
j. Provide input line reactors (3% impedance) when no 12 or 18 pulse

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transformers are supplied or required.

k. Three phase lightning and surge protection across the line input at each VFD. Lea International TVSS #GB-100.

l. Provide 120V motor heater power that is active when the motor is off and is off when the motor is active.

F. Parameter Settings

a. The following system configuring settings shall be provided and field adjustable, without exception, through the keypad/display unit. Except for Motor Nameplate Data, all parameters must be adjustable while the processor is on-line and the drive is running.

1) Motor Nameplate Data.
- Motor frequency.
- Number of poles.
- Full load speed.
- Motor volts.
- Motor full load amps.
- Motor HP.
- Current limit, max.

2) VFD Configuration Parameters.
- Independent accelerate/decelerate rates.
- Max/Min speed (frequency).
- Catch-a spinning load selection.
- No load boosts.
- Full load boost.
- Volts/Hertz ratio.
- Overspeed trip.
- Overload trip curve selection.
- Overload trip time selection.

3) Automatic VFD Control.
- PID utilizing an internal or external setpoint.
- Three selectable critical speed avoidance bands with programmable bandwidths.
- Auto start functions: On/Off, Delay On/Off. Operable from a 4- 20mA signal or from the PID output, command, or feedback signal.
- Speed Profile: Programmable entry and exit points.
- Programmable loss of signal control: Stop, maintain last speed, or default to preselected setpoint.

b. All drive setting adjustments and operation parameters shall be stored in a parameter log which lists allowable maximum and minimum points as well as the present set values. This parameter log shall be accessible via a RS-232, RS-422, or RS-485 serial port as well as on the keypad display.

G. Input/Output Features

a. Two programmable analog inputs: VFD speed in, spare.

b. Three programmable analog outputs: VFD speed output, Drive (output) current in Amps, spare.

c. Two programmable digital inputs: Run, spare.

d. Ten programmable digital outputs: VFD fault, VFD running, VFD in remote, 6 spare.

e. One Pot input (three wire control, +10 V, wiper and common).

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f. System Program providing built-in drive control or application specific configuration capability.

H. Diagnostic Features and Fault Handling

a. The VFD shall include a comprehensive microprocessor based digital diagnostic system that monitors its own control functions and displays faults and operating conditions.

b. A “Fault Log” shall be accessible via a RS-232, RS-422, or RS-485 serial link as well as line-by-line on the keypad display. The "FAULT LOG" shall record, store, display and output to a serial port upon demand, the following for the 64 most recent events:

4) Date and time of day.
5) Type of fault.
6) All faults and events shall be stored and displayed in English, not fault codes.

c. A "HISTORIC LOG" shall record, store, and output to a RS-232, RS-422, or RS-485 serial link port upon demand, the following selectable control variables at 1 msec. intervals for the 58 intervals immediately preceding and the 20 intervals immediately following a fault trip:

7) Torque demand.
8) Torque command.
9) Torque feedback.
10) Torque error.
11) Torque maximum.
12) Current demand.
13) Peak current.
14) Motor current.
15) DC bus voltage.
16) Line voltage.
17) Velocity demand.
18) Velocity reference.
19) PI min/max limit.
20) Boost.
21) VFD mode (Auto/Manual).

[illegible]

[illegible]

[illegible]

A. [illegible]

1. Incoming inspection of components and raw materials based on strategic supplier base and experience. Sampling plans based on MIL STD 105E.
2. MIL STD 45662 calibration system.
3. All products subject to 100% testing and final inspection; no sampling plans permitted.

[illegible]

A. One VFD unit of each specified type and application shall be shipped to the pump manufacturer’s test facility for complete operational testing. The VFD Manufacturer shall provide a qualified representative at the pump Manufacturer’s test facility during testing. All costs incurred by the VFD

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Manufacturer to meet this requirement shall be included in the bid.

B. Certified test reports shall be submitted to the ENGINEER before the equipment is shipped to the project site.

[illegible]

A. VFD manufacturer shall provide the services of a factory technician for startup assistance and training. Verification of VFD input harmonic voltage and current distortion limits specified must be verified as part of final startup and acceptance. If harmonic distortion requirements are not met, it is the responsibility of the VFD supplier to meet the specification at the supplier's expense. A recording type Fluke 41 or equivalent harmonic analyzer displaying individual and total harmonic currents and voltages must be utilized.

B. A 10% payment retainage will be released upon field test verification of harmonic specification requirements and final acceptance.

[illegible]

A. [illegible] following [illegible]

a. Three of each type of fuse rated 460V or less.
b. Two of each type of converter power semiconductor.
c. Two of each type of inverter power semiconductor.
d. One of each type of type control printed circuit board and gate firing boards.
e. One keypad assembly.

[illegible]

A. [illegible] Test [illegible]

a. Conduct on each VFD.
b. Inspect controller for electrical supply termination connections, interconnections, proper installation, and quiet operation.
c. Vibration Test: Complete assembly, consisting of motor, load, and flexible shafting, connected and in normal operation, shall not develop amplitudes of vibration exceeding limits recommended by current edition of Hydraulic Institute Standards. Where pumps and motors are separated by intermediate flexible shafting, measure vibration both at top motor bearing and at two points on top pump bearing, 90 degrees apart.
d. Record test data for report.

B. Performance [illegible]

a. Conduct on each VFD.
b. Perform under actual or approved simulated operating conditions.
c. Test for continuous 48-hour period without malfunction.
d. Demonstrate performance by operating the continuous period while varying the application load, as the input conditions allow, in order to verify system performance.
e. Record test data for report.

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A. Provide, install, and test all control panels and appurtenances as shown on the Drawings and as hereinafter specified.

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A. Control panels shall be in accordance with the National Electric Code and NEMA as applicable.

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A. The control panel manufacturer shall have total system control responsibility. The manufacturer shall have local experience in providing control panels of the types and functions as specified herein.
B. All control panels shall be either UL 508 listed or constructed by an UL approved shop and labeled accordingly.

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A. The panel builder shall provide functions as described using his own standard schematics and arrangements. All wires shall be numbered and brought to numbered terminals. Complete schematics and outline Drawings shall be provided for approval.

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A. All panels furnished shall be of the arrangement and design as shown on the Drawings and specified herein.
B. Panel construction shall be NEMA 4X 316 stainless steel with drip shield kit, 316 stainless-steel, with door gasket and three (3) point stainless steel latch, handle with nylon rollers and drip edge. Internal components shall be mounted on a back panel and selector switches, lights, etc., mounted on an interior dead-front panel. Enclosure shall be painted white and have sun shields on top and sides.
C. Access doors or panels shall have continuous stainless-steel hinges. Fabrication shall be of 11 gauge thick, sheet steel with stainless steel hardware, suitably braced internally for structural rigidity and strength. Front panels or sections containing instruments shall be not less than 7-gauge thick stretcher leveled sheet steel or 1/4-inch-thick anodized aluminum, reinforced to prevent warping or distortion. All sections shall be descaled, degreased, filled, ground and finished with two rust-resistant phosphate prime coats and two (2) air dry silicone alkyd finish coats of enamel which shall be applied by either the hot air spray or conventional cold spray methods. The final finish shall be smooth, free of runs, and uniform in tone and thickness. Unless otherwise noted, the colors to be used shall be selected by the OWNER from color chips supplied by the panel manufacturer. All cutouts shall be properly finished, including deburring and touch-up painting.
D. Nameplates shall be provided for all flush mounted equipment. The nameplates shall be constructed of black and white laminated, phenolic material having

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engraved letters approximately 1/4 inch high, extending through the black face into the white layer. Nameplates shall be attached to panels by self-tapping stainless-steel screws.

E. Print storage pockets shall be provided on the inside of each panel. Its size shall be sufficient to hold all of the prints required to service the equipment. Reduced drawings shall be provided to be stored in these pockets.

F. All panel equipment shall be mounted and wired on or within the cabinet. All wiring within the panel shall be grouped together with harnesses or ducts and secured to the structure. All wiring shall be numbered in accordance with the numbering system used on the wiring/connection diagrams. Power and low voltage DC signal wiring shall be routed in separate wire ways. Crossing of the two system wires shall be at right angles. Parallel troughs of different systems shall be separated by a minimum of 12 inches. Wiring through for supporting internal wiring shall be plastic type with snap-on covers. The side walls shall be open-top type to permit wire changing without disconnecting. Wiring troughs shall not be filled to more than 60 percent visible fill. Wiring through covers shall be match marked to identify placement. If component identification is shown on covers for visibility, the ID shall also appear on the mounting sub-panel.

G. Power wire shall be minimum 12 AWG stranded, insulated for not less than 600 volts unless specified otherwise. Control wire shall be 14 AWG stranded, insulated and twisted shielded wire shall be 16 AWG. Use type XHHW-2 for outside to panel application and type MTW for wiring inside the panel. No THHN or other type of wire shall be used inside the control panel without the CITY approval. Wire color shall be, Line Power - Black; Neutral or common - White; AC Control - Red; DC Control - Blue; Equipment or Chassis Ground - Green; specified externally powered circuits - Orange.

H. All wiring shall terminate in a master terminal board, rigid type and numbered. The master terminal board shall have a minimum of 25 percent spares. Terminal blocks shall be arranged in horizontal rows and separated into groups. (Power, AC control, DC signal, and alarm). Terminal blocks shall be barrier type with the appropriate voltage rating (600 volts minimum) and shall be the raised channel mounted type. Wire connectors shall be the hook fork type with non-insulated barrel for crimp type compression connection to the wire. Wire and tube markers shall be the sleeve type with heat impressed letters and members. Direct interlock wiring between equipment will not be allowed. Only one side of a terminal block row shall be used for internal wiring. The field wiring side of the terminal shall not be within six (6) inches of the side panel or adjacent terminal.

I. All components shall be mounted in a manner that shall permit servicing, adjustment, testing and removal without disconnecting, moving or removing any other component. Components mounted on the inside panels shall be mounted on removable plates and not directly to the enclosure. Mounting shall be rigid and stable unless shock mounting is required by the manufacturer to protect equipment from vibration. Component mounting shall be oriented in accordance with the component manufacturer's and industries' standard practices. All internal components shall be identified with suitable plastic or metal engraved tags attached with drive pins adjacent to (not on) each component identifying the

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component in accordance with the drawing, specifications, and supplier's data.

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A. Push buttons shall be heavy-duty, oil tight, with momentary contacts. Switches shall be supplied with the number of poles required for the application, an escutcheon plate, and contacts rated for 10 amperes at 120 volts AC. Push buttons shall be as manufactured by Square-D, Class 9001, Type K or approved equal by CITY.

□□□□ **R□□□R□□□□D□□□ □□□□□□□**

A. Rotary selector switches shall be heavy duty oil tight, with the number of poles and number of positions as required. Switches shall have a pistol grip handle and be of the maintained contact type rated for 10 amps at 120 volts AC. The switches required for "electronic duty" shall have low, stable, contact resistance and gold contacts. Provide make-before-break bridging contacts where required. Rotary hand switches shall be as manufactured by Square-D, Class 9001, Type K, standard knob, or approved equal by CITY.

□□□□ □□**D**□□□□ □□□□□ □□□□

A. LED indicating lights shall be provided as shown on the Drawings. Units shall be approximately 1/2-inch diameter. Bulbs shall be of the push-to-test type shall be as manufactured by Square-D, unless otherwise noted on the drawings, or approved equal by CITY.

□□□□ **R□□□□□□**

A. Relays shall be double pole, double throw, octal plug-in type with a transparent dust cover. The relay shall be equipped with an indicating light to indicate when its coil is energized. The relays shall have 10 amperes 120-volt AC contacts. Relays shall be as manufactured by Square D, Class 8501, Type KP, unless otherwise noted on the drawings, or approved equal by CITY.

□□□□ □□**M**□□**D**□□□□□**R**□□□□□□

A. Time delay relays shall be of the pneumatic type with time delay and instantaneous contacts. Time delay relays shall be double pole, double throw with output contacts rated at 10 amperes, 120-volt AC minimum. The time delay relays shall be set for sixty seconds except where otherwise shown on the Drawings but shall be adjustable from 0 to 180 seconds. Time delay relays shall be as manufactured by Square-D, Class 9050, Type A, unless otherwise noted on the drawings, or approved equal by CITY.

□□□□ □□**M**□**R**□□

A. Timers shall be plug-in type with a dust and moisture resistant case. The timers shall be of the multirange/analog or digital type with selectable ranges. The output contacts shall be rated at 10 amperes 120-volt AC minimum. The timer shall have a "timing in progress" indication. Timers shall be manufactured by Square D or approved equal by CITY.

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[illegible]

A. Circuit breakers shall be thermal-magnetic, molded case, permanent trip. Voltage, current, interrupting ratings, and number of poles required shall be as shown on the Drawings. Circuit breakers used in 120/240-volt control panels shall be UL listed and have an interrupting capacity of not less than 18,000 amperes, RMS, symmetrical. Circuit breakers shall be manufactured by Square D or approved equal by CITY.

B. Do not substitute single-pole circuit breakers with handle ties for multi-pole breakers.

[illegible]

A. Refer to specification 16050 – Electrical System Analyses

[illegible]

A. Phase monitor shall be a three-phase solid state device with voltage sensing capabilities. Phase monitor shall have undervoltage capabilities with a UL listed relay. The monitor shall protect the motor against phase loss, phase unbalance, phase reversal, and undervoltage. Phase monitor shall be manufactured by ACT or approved equal by CITY.

[illegible]

A. The motor starter shall be a full voltage non reversing, NEMA rated, three phase starter with thermal motor overload units. Overload units shall have manual resets. Motor starter shall be manufactured by Square D or approved equal by CITY.

[illegible]

A. If applicable, control power transformer shall be rated for 240x480V/120V A.C. and shall be rated with the appropriate kVA rating as called out in drawings. Control power transformer shall be manufactured by Square D or approved equal by CITY.

[illegible]

A. A 20A duplex receptacle shall be installed within the control panel. Receptacle shall be GFCI Type and shall be manufactured by Leviton Company Type 6599-I, unless otherwise noted on the drawings, or approved equal by CITY.

[illegible]

A. Intrinsically safe control relays shall be as manufactured by Pepperl + Fuchs, unless otherwise noted on the drawings, or approved equal by CITY.

[illegible]

A. Elapsed time meter shall be as manufactured by Yokogawa Type 240, unless otherwise noted on the drawings, or approved equal by CITY.

[illegible]

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A. Terminal blocks shall be as manufactured by Square D Class 9080, unless otherwise noted on the drawings, or approved equal by CITY.

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A. Seal all conduit entrances into control panels using sealing fittings as detailed on the drawings.

A. The supplier shall test all equipment at the factory prior to shipment. Coordinate with pump supplier for testing and startup at the site for each lift station.

A. Upon successful completion of operation test and subsequent review and approval of the complete system's final documentation, the system shall be considered as acceptable.

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A. Furnish and install all miscellaneous equipment as hereinafter specified and as shown on the Drawings

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A. Fusible and non-fusible disconnect switches shall be heavy-duty, quick-make, quick-break, visible blades, 600 volt, 3-pole with full cover interlock. All current carrying parts shall be copper. Enclosure Type shall be NEMA-4X, stainless steel, with stainless steel mounting hardware except as shown on the drawings. Disconnect switches shall be horsepower rated as manufactured by the Square-D Company, Class 3110, Type H, or approved equal.

B. Surge arresters shall be installed on the main disconnect switch. Provide protection for each ungrounded conductor as required. These shall be connected to the line side of the protected equipment. Install a current limiting fuse in series with each pole of the arrester connection as recommended by the Manufacturer. All transient protection devices, including fuses, shall be installed within the protected equipment enclosures wherever possible. Surge arresters shall be as manufactured by the General Electric Company, Tranquell Series, Model 9L15 or approved equal.

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Pipe Bursting of Potable Water Mains Using Pre-Chlorinated Pipe

GUIDELINE SPECIFICATIONS

A proposed Contractor takes on all responsibility of ensuring that the project accounts for completion of all requirements, as noted in the other Supplemental Specifications and the City Development Criteria/Standards Manual.

The Contractor must be prepared to work with the City Utility Engineering and Water Maintenance Departments to resolve any City concerns during construction.

Any Contractor proposing to perform these methods on the project must meet the experience requirements listed, provide detailed references, and attend a pre-award interview at the City's offices.

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1.0 Outline of the Method of Pre-Chlorination of HDPE Pipe

Assuming all qualifications for skill and materials are met, the Pipe Bursting of Potable Water Mains using Pre-Chlorinated Pipe will repeat the method, outlined below for each section of pipe being rehabilitated. These processes may be performed in series or in parallel with other sections of pipe within the job; however each section will require these steps.

a. Deliver notice of service outage to each affected property owner in advance of work.

b. Chlorinate a length of product pipe that yields passing test results for potable water per AWWA, Regulatory Authority and City standards.

c. Hydrostatic test of the product pipe section per City standards.

d. Excavate a Burst Pit at one end of the section down to pipe grade for placement of the pipe bursting equipment.

e. Excavate an Insertion Pit at the opposite end of the section down to pipe grade for entry of the product pipe.

f. Excavate Service Connection Pits.

g. Isolate the section to be rehabilitated from the rest of the system so as to maintain pressure integrity of the system as well as preventing any backflow of chlorinated solution or non-potable water into the system.

h. Excavate and remove hydrant tees and valve tees from the host pipe.

i. Rod string to be assembled as it is thrust through the host pipe from Burst Pit to Insertion Pit.

j. Burst tooling and product pipe attached to rod end at Entry Pit.

k. Rod string pulled back and disassembled simultaneously while tooling and product pipe travels from Insertion Pit to Burst Pit.

l. Service Connections shall be made to the newly installed main.

m. Super-Chlorinate main for 15 minutes to 300 ppm. A de-chlorination unit will be used to neutralize the residual chlorine when flushing. Flush the newly installed main with potable water.

n. Inspect for leaks at new connections.

o. Final connection of the replaced section of pipe into the system.

It should be noted that item “d” through “o” are to be accomplished within a single 10 hour day to eliminate the need for any temporary services. The length of pipe to be burst per run should be chosen to conform to this time frame. Items “d” though “f” (excavation items) may be performed one day prior to bursting operations to expedite process.

2.0 Prior to pipe bursting

2.1 Contractor Pre-Qualifications

In order to assure quality execution of the method, the contractor shall submit the following to the Authority:

a. Experience – the contractor shall provide documented evidence of:

1. Being actively engaged in the installation of pipe using the static pipe bursting method for a minimum of seven (7) years.

2. Performing 100,000 feet or more of water main replacement using the process of pre-chlorinated pipe bursting in the United States of America over the past 24 month period.

3. The work experience must have been performed under the company name.

4. Experience must be with the use of a static pipe bursting system with evidence of 2”, 4”, 6”, 8”, 10” and 12” projects.

5. Submitting the project reference sheet by listing five (5) similar projects successfully completed within the last two years. To be counted, each project reference must encompass: replacing potable water main, using the static pipe bursting method, using the pre-chlorination method and all projects must be from the state of Florida.

b. Certification

1. Certificate of training endorsed by the manufacturer of the pipe bursting equipment.

2. Certificate of training endorsed by the manufacturer of thermal fusion equipment in butt fusing of HDPE pipe, in lieu of certificate, evidence of training may be substituted.

3. Certificate of training endorsed by the supplier or manufacturer of HDPE electro-fusion fusion couplers to be used in the method. In lieu of certificate, evidence of training may be substituted.

c. Hygiene a competency statement by contractor that all employees are medically cleared to work on restricted operations and have been trained in hygienic procedures.

d. Personnel overseeing Pre-chlorination process shall be trained and qualified in process.

2.2 Pipe Specifications

a. High Density Polyethylene Pipe shall be AWWA C906 (HDPE) and per City Specifications.

b. Pipe must conform to ASTM F714 and NSF 61.

c. HDPE resin shall be PE4710 characterized by ASTM D3350.

d. All pipe shall be made of virgin material, no rework except that obtained from manufacturers own production.

e. Pipe shall be a minimum of SDR 11 wall thickness or as directed by the Authority.

f. Cuts or gouges, per ASTM F585 are acceptable up to 10% of wall thickness. Beyond 10% of wall, damage must be removed by cutting the damaged section from the pipe string and butt fusing the ends.

g. Stripe along the length of the pipe shall be blue in color to identify the pipe as potable water.

2.3 Other Product Specifications

a. Fittings for pressure systems shall be ductile iron and comply with AWWA C110. The minimum pressure rating shall be 150 PSI and meet all city standard specifications.

b. Stiffener inserts per ASTM 240 shall be used for all fittings and connections to HDPE pipe. Stiffeners shall be 304 stainless steel and be of wedge type design.

c. Service Connection Fittings shall be HDPE electro-fusion type and/or mechanical saddles with a minimum working pressure of 150 PSI and per City specification.

d. Pipe Connection Fittings shall meet AWWA C906 and meet or exceed the pressure requirements of the HDPE Pipe

2.4 Product Compliance

a. Certificate of compliance shall be supplied to the City that the Product Pipe is per specification 2.2 and as specified in the General Requirements Section.

b. All materials (in excess of those specified above in 2.4a.) used with the coupling or connecting HDPE water main must be submitted and approved by the City.

2.5 Product Handling

a. Pipe transport and handling shall be per manufacturer’s recommendation.

b. Product other than pipe must be stored and handled per manufacturer's recommendations.

2.6 Documentation and Planning

a. Contractor shall submit a plan to the City on a marked up copy of the Project Drawings showing the Contractor's construction phasing and plans at the Pre-Construction Meeting. Plan details should include:

1. Pit locations for pipe insertion and bust machine location.
2. Pit locations for service re-connects.
3. Schedule of when various sections are to be rehabilitated.
4. Distances of each pull.
5. Isolating points used to seal the system during the pipe burst.
6. Chlorination/De-chlorination logs for each pipe section.

b. The Project Construction drawings provided by the Owner shall be marked by the contractor to show actual locations of services, fittings, fire hydrants and other reconnects. These markups shall be done the day of the actual placement. A set of marked up plans shall be returned to the Owner within 15 days of substantial completion of job.

c. Chlorination Submission Documents, pipes Pre-Chlorinated with intent to install under this specification must have a log sheet placed in a sealed waterproof envelope attached to the pipe at the start of the Chlorination process. This sheet makes up the Chlorination Submission Documents and shall be delivered to the Authority at the same time as the marked up construction drawing. Information on the log sheet shall at a minimum include:

1. Date of Swabbing
2. Date of Chlorinating and amount of chlorine used
3. Date of samplings
4. Results of Sample tests
5. Date of pipe installation
6. Date of Pressure Test
7. Makeup water details (if any)
8. End test pressure

9. Final pressure test results

10. Location of installation

2.7 Notification of Regulatory Authority

Prior to commencement of construction, the Owner and the Contractor shall notify the local regulatory agency (DEP) for their project review and oversight. Specifications for the construction processes and/or plans shall be provided to the agency as they require.

2.8 Interruption of Service to End Users

a. Interruption of service to end users shall be minimized through the efforts of the contractor and use of the method outlined within. Outages shall be limited to 8:00 AM to 6:00 PM Monday through Friday. No interruption shall be permitted between 6:00 PM and 8:00 AM or on Saturday, Sunday or legal holidays without the approval of the owner.

b. Only one (1) line segment may be shut down for rehabilitation at any one moment.

c. End users shall be notified in writing (door hanger, flier, etc.) by the contractor in a manner approved by the Authority. General notice shall be provided (7) days in advance if possible. Detailed Notice shall be provided at minimum permissible advance of 48 hours prior to service interruption.

2.9 Joining of Pipe

a. Fusing per Butt fusion methods in strict conformance to the pipe and/or fusing equipment manufacturers recommendations shall be used to join sections of High Density Polyethylene Pipe.

b. Fusing of ‘sticks’ of pipe shall be performed in the general vicinity of the pipe insertion pit or lay down yard (staging area).

c. Pipe supplied by the pipe manufacturer in a coil may be fused remote from the pipe insertion pit.

d. Solvent cement joints performed by anyone other than the manufacturer are unacceptable for any HDPE pipe or fitting.

2.10 Pre-Chlorination of Product Pipe

Chlorination of pipes prior to bursting shall be carried out per ANSI/AWWA C651-14 Standard for Disinfecting Water Mains and in cooperation with the City’s Water Maintenance Department. Any information here shall facilitate that method when performed on pipes not yet placed on grade. In general, the method includes the following:

a. Disinfect all equipment, tools, end caps, pipe fittings or product that may contact pipe.

b. Disinfection shall be carried out by immersing or rinsing items in a hypochlorus solution containing 1 to 5 percent chlorine measured by weight. See details of Chlorination solution in section 2.11.

c. Product pipe shall be fused into a string of sufficient length to complete the designated section or be coiled in a manner suitable for delivery on a pipe reel. Maximum allowable length is 800 feet.

d. The surface upon which the product pipe rests during Chlorination shall be relatively impervious and free from visible contamination. Coiled pipe must be laid horizontally to allow all air to be expelled.

e. Swabbing, Chlorination and testing of the inside diameter of the pipe shall be accomplished by:

1. Swab being inserted at the lowest end of the pipe.

2. Calcium Hypochlorite tablets or granules as described in section 2.11. shall be placed behind the swab.

3. Pressure tight end cap shall be mounted to the low end of the pipe either by fusing or mechanically assembled to the pipe.

4. Potable water shall be introduced through this end cap at a controlled rate such that the swab is propelled at a velocity less than or equal to one foot per second. All air is to be dispelled from the pipe.

5. Upon discharge of the swab from the elevated end of the pipe, the elevated end shall be capped with a pressure tight seal. This seal having a tapped access hole of size at least 1.25” NPT or incorporating the ability to leak (purge) air or water at will by adjustment of clamping bolts. Additional potable water should be added after capping to ensure that no air remains between the caps.

6. Pressure testing of the pipe section should be performed per details in section 2.12 upon replacement of the second end cap.

7. Chlorinated solution should be maintained in the pipe for a minimum of 24 hours prior to flushing when water temperature is above 41 ºF (5ºC), 48 hours when water temperature is 41ºF (5ºC) or less. Time for retention of the chlorinated solution shall not be significantly over designated holding time so as to prevent damage to the pipe or end caps.

8. After designated holding time, the pipe shall be drained, flushed and filled with potable water so as to expel the highly chlorinated solution. The spent Chlorinated solution shall not be allowed to enter any water shed, a sanitary sewer or any other area where environmental damage may occur without neutralizing it in an industry acceptable manner. Flushing water shall be from a source known to be of drinking water standard.

9. Test samples shall be taken from each end of the pipe on consecutive days, 24 hours apart. Samples shall be tested by a state certified lab within 30 hours of being taken.

10. Failure of any sample to pass a bacteriological test should result in the related section of pipe being re-flushed and retested. Should any sample again fail, the section must be chlorinated before retest.

11. Time before re-connection of a passing pipe section shall be limited to 14 days from the last sampling. After this time the pipe must be retested to be acceptable for use.

12. Drain the section of pipe prior to pipe bursting. The pipe shall be drained on the day of the pipe bursting, and sealed after draining and for the pipe bursting process.

13. Swabs should be designated by the manufacturer as suitable for potable water system use. Swabs are to be manufactured by Knapp Industries or be of equivalent design.

2.11 Chlorination Solutions

a. Acceptable forms of chlorine include Calcium Hypochlorite conforming to ANSI/AWWA B300, preferably in 5 gram tablets, alternately in granular form. Material must be stored per manufacturer's recommendations.

b. Unacceptable forms of chlorine include Calcium Hypochlorite intended for swimming pool use.

c. Calcium Hypochlorite tablets shall be placed behind the swab in quantity based on pipe size and length per ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains.

d. Calcium Hypochlorite in granular form shall be placed behind the swab in quantity based on pipe size and length per ANSI/AWWA C651-05 AWWA Standard for Disinfecting Water Mains.

e. Solutions acceptable for pipe chlorination shall be acceptable for disinfection of equipment, tools, and caps, pipe fitting or product that may contact pipe.

f. Dilute Chlorinated solutions over 7 days old shall be disposed of properly and not used as a disinfection agent.

2.12 Hydrostatic Pressure Testing

a. Maximum allowable test pressure as referenced by PPI TR-31 shall be 1.5 times the pipe rated operating pressure (min. test pressure 125 psi) at the lowest point in the section under test or that of the lowest rated pressure component such as flanges, valves, fittings, etc.

b. Air trapped in the product pipe must be purged before test.

c. At the discretion of the Authority, the test method used may be either a Monitored Make-up Water Test or a Non-monitored Make-up Water Test. Either test shall be performed above ground without fittings prior to pipe bursting. If damage to the product pipe occurs during bursting that requires a fused joint repair, the Authority may require re-test, with or without fittings after bursting.

d. Monitored Make-up Water Test shall be comprised of two stages.

1. Initial expansion and stabilization stage. The initial test pressure is applied and the system is allowed to stand without make-up water during a 2 to 3 hour period. During this time the pipe is allowed to expand and stabilize.

2. Test stage, after the stabilization is complete, the system is pumped back to test pressure and allowed to sit for 2 additional hours. Water is then added until the test pressure is attained. Water added shall not exceed that of Table 6.1.

e. Non-monitored Make-up Water Test shall be comprised of two stages.

1. Initial expansion and stabilization state. The initial test pressure is applied and the system is allowed to stand without make-up water during a 2 to 3 hour period. During this time the pipe is allowed to expand and stabilize.

2. Test stage. After the stabilization is complete, the system is pumped back to test pressure and then reduced by 10 PSI. The pressure shall remain steady, not falling more than 5% from reduced pressure during a one hour test period.

3. Total time allotted for test shall not exceed 8 hours. If successful test can not be completed in this period, then the test section must be depressurized and allowed to relax for a minimum of 8 hours before retest.

f. Re-test after repair. Should the Authority require test after repair, refer to Equation 6.2 for Leakage Allowance due to fittings for the Monitored Make-up Water Test.

g. Manifest shall be filled out with all pressure test results.

3.0 Pipe Bursting Operation

The pipe bursting operation described within provides guidance on the basic process. It is to be understood that the need to make exceptions or additions to this process are common. These changes are made to accommodate non standard conditions. The

contractor experience requirements make it reasonable to put the responsibility of devising these exceptions upon the contractor.

3.1 Pit Location and Excavation

a. Burst pit and insertion pit locations shall be placed such that excavations are minimized. This may be accomplished by placing either or both of these pits at the point of a service connection.

b. Burst length shall be 400 feet (+/-) 50 feet in length for first 2 bursts. After soil pipe friction is evaluated longer burst runs may be performed.

c. All pits shall be shored to ensure worker safety per OSHA or other local regulations.

d. All pits shall be roped off and or covered when not active per OSHA or local regulations to ensure public safety.

e. Traffic control shall be accommodated for by Contractor as per the Contract specifications. Safe traffic passage around pit excavations that are located in or adjacent to streets or highways shall meet requirements of City Right-of-way Department. Parking of related employee vehicles, trucks and auxiliary and equipment shall be such that congestion and traffic delays are minimized.

f. Utilities intersecting the hose pipe shall be exposed using an excavation technique appropriate for the utility. This Utility Crossing Pit shall exist prior to commencement of bursting. Man entry shoring is not required however appropriate safety precautions should be made.

3.2 Bursting Machine Location and Shoring

Bursting machines of the static pull style require preparation and planning for the bursting pit that they are to operate from.

a. Burst pit shall be shored in accordance to 3.1 (c).

b. Forward face of the Burst Pit or the surface that the machine bears against while pulling back, shall be shored in workman like manner. This shoring shall maintain perpendicular burst machine alignment to the pipe during pullback. Any loss of perpendicular alignment during pull shall result in stopping of the bursting process and improvement of the forward face shoring.

c. Rearward shoring shall be provided to react rod thrust forces during payout. While these forces are substantially lower than pullback forces, shoring must be used to stabilize the bursting machine so as to maintain perpendicular alignment of the machine during payout. The weight of the machine can not be depended on to react thrust forces. Hose pipe at rear face of pit may only be utilized for rearward shoring if scheduled for replacement.

d. Pipe face for Cast Iron, Ductile Iron or PVC shall be cut off using a saw or similar device to produce a square face for the bursting machine forward face to bear against. Final separation of cast iron pipe with a wedge may provide a clean face. Host Pipe shall be removed in sufficient length to accommodate burst machine.

e. Burst machine must be positioned so as to have rod centerline at approximate centerline of host pipe.

f. Rod Box delivery and removal between temporary rod storage location and Burst Pit must be accommodated for with appropriate lifting equipment and techniques. Additionally, movement and or placement of lifting machine must be included in Traffic Control plans.

3.3 Rod Payout Operation

a. Rod payout is the process of assembling a string of rods and pushing them in a step wise manner from Burst Pit, through the interior of the hose pipe to Insertion Pit.

b. Lifting of rod boxes into or out of the Burst Pit shall be performed per OSHA or other applicable requirements with respect to equipment and method.

c. Threads shall be cleaned of foreign matter before assembly.

d. Counting of Rods during payout, or quantity of rods per box shall be monitored such that the operator is aware of the distance between the burst machine and the lead end of the rod string.

e. Thrust force should be monitored by the operator. Should an unexpected sudden and significant increase in thrust force be experienced, the process shall be halted. The operator or contractor shall review the results of 3.3 (e.1) with the Authority to remedy per 3.3 (e.2) in an attempt to determine if offsets, valves or other features or obstruction exist that may cause the rod string to leave the pipe.

1. Front end of the rod string should be located by distance from the Burst Pit.

   Location should be painted and compared to as built plans.

2. Appropriate action should be taken to remedy the cause. This action may include an additional pit at the obstruction to determine the cause, and remove or accommodate for the obstruction. The decision may be to continue thrusting if the obstruction is believed to be encrustation.

f. Host pipe in the Insertion Pit shall be cut or broken prior to arrival of the rod string. Sufficient length shall be removed so as to allow the Burst Tooling to enter the host pipe and bend the product within the allowable radius specified by the pipe manufacturer. The second end of the host pipe in the Insertion Pit shall be positioned or worked so as not to damage the product pipe as it travels through the Insertion Pit.

g. Workmen shall not enter the Insertion Pit when the rod string is nearing the Pit. A workman shall be in visual or radio contact with the burst machine operator so as to have the payout halted in a position that allows attachment of the Burst tooling. Burst tooling style shall be chosen based on anticipated properties of host pipe and host pipe repairs.

1. Cast Iron or Asbestos Concrete host pipe anticipated to be free of either Ductile Iron repair sections or Dressor Style Couplings may use a simple conical burst head with a single or double longitudinal blade.

2. Ductile Iron, PVC or hose pipe with Ductile Iron repair sections or Dressor Style Couplings require use of a rolling blade cutter (slitter) ahead of the conical expander.

3.4 Tooling and Attachment

a. The Product Pipe shall be moved into position for attachment to the rod string. Appropriate traffic or pedestrian control will be exercised along the path of the Product Pipe.

b. The lead and second rod shall be painted orange or yellow so as to give notice to the burst machine operator position of the Burst Tooling.

c. Attachment of the Burst Tooling to the rod shall be through the use of removable pin joint allowing the tooling to pivot at least 46 degrees to the rod axis.

d. Burst head diameter must be a minimum of 15% over size to the outside diameter of the Product Pipe. Actual size is left to the discretion of the contractor. A greater outside diameter allows for reduced pipe friction and increases bursting forces pushed and increases solid pipe placement.

e. Attachment of the Product pipe to the Burst Tooling shall be with a swivel that permits rotation to relieve torsional (twist) stress on the Product pipe.

f. Burst Head shall slide on the rod string such that the rear of the burst head overlaps the forward end of the Product Pipe to eliminate the chance of damage to the Product Pipe.

3.5 Pullback Operation

a. Prior to commencement of pullback, there will be visual or radio contact between observers stationed adjacent to the Insertion Pit, the Burst Machine operator and a Product Pipe Observer stationed strategically along the length of the product pipe to watch for product pipe entanglement with above ground obstructions.

b. The Burst Machine operator will begin the pullback with the OK of the Insertion Pit Observer. Progress will be made at a slow rate until the Observer sees the Burst Tooling has completely entered the Host Pipe.

c. Pipe progress will be monitored for the first 20 feet of pullback by the Insertion Pit Observer and the Product Pipe Observer.

d. As the Burst Tooling nears any Utility Crossing Pit, an observer in radio or visual contact with the Burst Machine Operator will monitor and control movement of the Burst Tooling past the utility.

e. Should the forward shoring upon which the bursting machine bears yield sufficiently to bring the Bursting Machine out of square to the host pipe, the shoring will be reworked according to 3.2 (b).

3.6 Tooling Removal

a. Burst Machine Operator shall note rod count and anticipate entry of painted rods into the Burst Pit. As the Pin Joint Connection nears the Burst Machine forward face, the burst is to be halted. Load on the forward face is relieved by reversing the rod direction slightly.

b. The Burst Machine Shore Plate is to be removed, allowing the tooling to enter a cage or the hull of the Burst Machine. The tooling string will be disassembled and removed, in sections if necessary until the Product Pipe face has been pulled beyond the face of the Burst Pit. The distance past the face of the Burst Pit shall be at the discretion of the contractor anticipating the length required for connection/fusing.

4.0 After Pipe Bursting

Upon completion of the pipe bursting, certain tasks must be followed through in order to complete the overall process.

4.1 Pit Condition Prior to Taps or Joining System

a. Maintaining sanitary conditions within the product pipe after pipe bursting must take high priority. Should any foreign matter, including ground water be allowed to enter the pipe interior, the condition of the pipe is no longer suitable for connection to the system. For this reason connections may not be made in standing water. Such water must be pumped or bailed prior to making the connection or unsealing the pipe. Areas under connections should be excavated below the pipe invert.

b. Before joining a surface and before any special surface preparation to accommodate that joining, external surfaces should be clean and dry. Dust may be removed by wiping with clean, lint free cloth. Heavier deposits must be washed from the surface with soap and water and dried with a clean, lint free cloth.

c. Incidental exposure of the interior of the pipe to any foreign matter shall require that one of the two following remedies be carried out:

1. Complete chlorination per AWWA specifications for buried pipe.

2. Localized contamination at the end of the pipe may be removed and the contaminated interior surface of the pipe wiped with a solution of 1 to 5% hypochlorite disinfecting solution.

4.2 Service Taps and Service Lines

a. Service taps shall be of a type approved by the Authority and must meet AWWA C906. Construction of taps shall be per the manufacturer's recommendation. Acceptable choices include:

1. Electro-fusion type and/or mechanical saddles with a minimum working pressure of 100psi

2. Socket Fusion

b. Replacement or rehabilitation of service lines, if required, shall be according to contract.

Note: HDPE pipe is the preferred material for service line replacements to curb stops.

4.3 Post Chlorination

The section of main will be super-chlorinated to 300 ppm by inserting a swab at one end. The swab shall travel the entire length of the pipe section.

4.4 Service Reinstatement

Prior to connection of the newly installed pipe, the section of pipe shall be fully flushed with the use of a de-chlorination unit and ascorbic acid to neutralize the residual chlorine. Following flushing, the newly installed section may be connected to the main at both ends and service reinstated.

4.5 Backfill and Surface Reinstatement

a. Backfill used to restore pits shall be per applicable sewer and water construction standards applicable in the municipality.

b. Lawn restoration shall be per applicable sewer and water construction standards applicable in the municipality.

c. Asphalt, concrete or other roadway surface restoration shall be per applicable sewer and water construction standards applicable in the municipality.

4.6 Documentation Finalization

Within (15) days of completion of the job, all records including manifests, marked up construction plans or documents pertinent to describing the system as installed shall be provided to the Authority.

5.0 Definitions

A
Authority: City and its Utility Engineering representatives
AWWA: American Water Works Association, see www.awwa.org
ASTM: American Society for Testing and Materials, see www.astm.org

B
Burst Head: Conical shaped portion of burst tooling used to expand fractured pipe and surrounding soil to accommodate product pipe.
Burst Pit: Excavation where Static Pull Pipe Bursting Machine is located. The product pipe is pulled toward this pit.
Burst Tooling: Tooling designed to crack the host pipe, expand the remains of the host pipe and surrounding soil so as to allow passage of the product pipe.

C
Chlorination Submission Documents: Written log attached to section of pipe detailing processes related to Pre-Chlorination and Hydrostatic Testing.

D
Dressor Coupling: Commonly used repair coupling, see www.dressercouplings.com
Ductile Iron Pipe: Centrifugally cast pipe with superior tensile and yield strength, high ductility (malleability) and impact resistant properties.

E
Electrofusion: Joint or saddle that connects two sections of HDPE pipe. These joints contain internal heating elements to facilitate a heat fused joint.

H
HDPE: High Density Poly-Ethylene, plastic material from which product pipe is manufactured.
Host Pipe: Existing pipe buried in the ground that will be rehabilitated by bursting (cracking) and pulling in a new replacement pipe (product pipe).

I
Insertion Pit: Excavation where product pipe enters the host pipe and bursting begins. Product pipe is pulled through the insertion pit towards the burst pit. Nominal depth of insertion it is 2.5 to 3.0 times depth of host pipe.

M
Manifest: Written log attached to section of pipe detailing processes related to Pre-Chlorination and Hydrostatic Testing.

P
Product Pipe: Newly installed pressure pipe made from HDPE
PPI: Plastic Pipe Institute, see www.placsticpipe.org

R
Rod String: Assembled string of rods that extend from Burst pit to insertion pit and serve to transmit tensile pullback forces to burst tooling.

U
Utility Crossing Pit: An excavation created at any point where another buried utility crosses the burst path.

6.0 Tables and Equations

6.1 Makeup Water Allowance Table

Nominal Pipe Size In Inches	2	4	6	8	10	12	14	16	18	20	22	24	30
Makeup Water Allowance (Gallon/100 ft)	.1	.2	.6	1.0	1.3	2.3	2.8	3.3	4.3	5.5	7.0	8.9	12

6.2 Allowance for Leakage Due to Fittings Equation

L = [ND(P^.50)]/[7,400]

Where:
L = Maximum allowable leakage, Gallons/Hour
N = Number of joints in the tested pipe (connections for pipes or fitting, not fuse joints)
D = Nominal inside diameter of pipe, Inches
P = Test Pressure, PSI

Exhibit D

SEWER SLIP-LINING

PART 1 – GENERAL

It is the intent of this portion of the Specification to provide for rehabilitating sewer lines via the installation of a fiberglass, HDPE or PVC slip-lining pipe.

1.01 WORK INCLUDED

A. Scope of Work
Shall be per the design submittal and the Contract Documents.

B. Work may include installation of equipment and incidentals required for sanitary sewer system improvements, including sewer mains, laterals, manholes, flushing inlets, grease traps and interceptors, and pumping facilities in accordance with the requirements of the Contract Documents.

C. Any and all work to be performed on the Collection System shall be inspected and approved by City Staff.

D. The Contractor shall comply with the City's NPDES Discharge permit, as updated, for discharges to the storm drain system, including adherence to all applicable Best Management Practices to prevent pollutants, including sediment, from entering the storm drains.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

A. ASTM C 900 "All Standard Applicable for SDR35, SDR26, SDR21 AND ASTM C 900 Pipe and Fittings"

B. ASTM D 3034 "All Standards Applicable for SDR35, SDR26, SDR21 Pipe and Fittings"

C. ASTM D 3350 "Standard Specification for Polyethylene Plastic Pipe and Fitting".

D. ASTM F585 Standard Practice for Insertion of Flexible Polyethylene Pipe into Existing Sewers

E. ASTM F 679 "All Standards Applicable for SDR35, SDR26, SDR21 Pipe and Fittings"

1.04 QUALITY ASSURANCE

A. All materials and equipment furnished under this Section shall be:

1. From a manufacturer who has been regularly engaged in the design and manufacture of the materials and equipment for at least five (5) years; and

2. Approved by the Engineer before installation. The Engineer shall verify that the quality is equal to the materials and equipment made by those manufacturers specifically named herein, if an alternate product manufacturer is proposed.

1.05 SUBMITTALS

A. Shop Drawings: Submit data to show that the product conforms to the specification requirements.

B. Materials List: Submit a list of all materials proposed to be used on the project, showing manufacturer's name, product trade name, type, grade, and weight. Materials list shall be submitted and approved before any installation occurs.

C. Manufacturer's Warranty: Submit manufacturer's warranty on the product and a certificate showing compliance with applicable ASTM Standards.

PART 2- PRODUCTS

2.01 MATERIALS

A. Fiberglass pipe shall be centrifugally cast with glass fiber reinforcement in a cured thermosetting resin manufactured in accordance with ASTM D3262, cell classification Type 1, Liner 2, Grade 3. Fiberglass liner shall be shown by tests to be resistant to long-term corrosion. Testing shall be performed in accordance with ASTM D3681 using 1.0N sulfuric acid for sanitary sewage, and ASTM C581 for industrial sewage.

B. PVC pipe shall have a minimum cell classification of 12364 B or C as defined in ASTM D1784. Pipe shall be closed profile. The joint shall be designed so that neither the outside diameter of the pipe is increased, nor the internal diameter of the pipe is decreased at the joint. The joint shall meet the requirements of ASTM D3212. PVC liner pipe shall have a minimum pipe stiffness of 46 psi when tested in accordance with ASTM D2412.

C. Polyethylene pipe and fittings shall be manufactured from high-density compounds in accordance with ASTM D3350. All HDPE pipe shall be closed profile and have a minimum SDR rating of 35 and a minimum pipe stiffness of 46 psi.

D. All pipes shall be provided with joints designed so that neither the outside diameter of the pipe is increased nor the internal diameter of the pipe is decreased at the joint.

E. Cellular concrete grout for annular space provided under this Specification shall have the following characteristics:

1. 250 psi, 28-day compressive strength; 100 psi, 24-hour compressive strength, minimum.

2. Foam concentrate: ASTM C869.

3. Cement: ASTM C150.

4. Fly ash: ASTM C618, Class F, except loss of ignition shall not exceed 5%.

5. Water: Potable.

6. Admixtures: Only as approved by foam concentrate manufacturer and the Engineer.

F. All connectors provided for reinstatement of laterals shall be as follows:

1. All connectors shall be composed of synthetic rubber based compounds formulated to resist acids, alkalis, solvents, and greases encountered in sanitary and storm sewer and shall contain no reclaimed rubber. Contractor shall submit evidence of satisfactory testing in accordance with ASTM D543 with no weight loss in 1.0N sulfuric acid, 1.0N hydrochloric acid or 1.0N nitric acid. Materials shall show no etching, blistering, distortion or other evidence of chemical attack. Ultimate tensile strength shall exceed 750 psi at 80 degrees F and elongation shall exceed 150%. Water absorption shall not exceed 4% when tested in accordance with ASTM D570 and hardness shall not exceed 55 in a 5 second reading interval when tested in accordance with ASTM D2240, Type A Hardness.

2. All compression bands shall be Series 316 Stainless Steel. All nuts and bolts shall be Series 305 Stainless Steel.

3. The completed joint shall comply with ASTM C425 for resilient sewer pipe joints.

2.02 DESIGN REQUIREMENTS

A. Conveyance Capacity

1. Slip-lining pipe provided under this Specification shall provide the maximum conveyance capacity possible and in no case shall provide less capacity than currently exists.

B. Design Criteria

Slip liner structural properties shall be calculated and provided to the City prior to construction. In addition to the requirements for submittals set forth in the construction contracts and the requirements for submittals contained in companion sections of these specifications, Contractor shall submit the following:

1. Manufacturer's literature for materials used in liner, gaskets and fittings.
2. Proposed grout mixture and pressures.
3. Test results and certification of compliance for materials.
4. Proposed plan for bypassing sewage during liner installation, if applicable.
5. Manufacturer's design analysis.
6. Proposed method of reconnecting service laterals, if applicable.
7. Details identifying proposed installation method, equipment, and location of access shaft, pit or approach tunnel.

PART 3- EXECUTION

3.01 INSTALLATION

A. Cleaning

Prior to the installation of the slip-liner pipe, Contractor shall thoroughly clean the sewer designated to receive the liner. Cleaning shall constitute removal of all debris, solids, roots, deposits, and other matter, which would preclude the installation of the slip-liner into the sewer line.

B. Inspection of Pipelines

Prior to the installation of slip-liner, Contractor shall inspect the sewer designated to receive the liner by Closed Circuit Television Inspection (CCTV).to identify all structural defects and location of all sewer lateral and other connections.

C. Sewage Flow Control

1. Contractor shall provide for maintenance of flow in the affected portions of the sewer system during installation of the slip-liner.

2. Unless otherwise specifically required, Contractor shall locate excavation(s) for insertion of slip liner to cause the least disruption to existing utilities, traffic and area business. The existing sewer line shall be exposed for the length necessary to accommodate the maximum length of liner pipe and for equipment. If Contractor locates insertion pit at an existing precast concrete manhole location, Contractor shall remove manhole frame, cover, cone, riser and manhole sections as necessary and store for reinstallation upon completion.

3. Sections of liner shall be field connected above the insertion pit using low profile bell and spigot joints, butt-fused joints or jacking pipe sleeve joints. Bell and spigot and jacking pipe sleeve joints shall be equipped with an elastomeric gasket meeting the requirements of ASTM F477 to provide a watertight seal at each joint. Maximum allowable deflection shall be two degrees. Contractor shall take precautions to prevent ragged edges of broken sewer pipe from scoring slip liner as it is being pushed/ pulled into sewer.

4. Contractor shall seal the annular space between the slip liner and the existing sewer pipe with cellular concrete as specified. Contractor shall take appropriate precautions to avoid over pressurization, buckling and floating of the slip liner pipe during the grouting process. Contractor shall comply with pipe manufacturer's recommendations for grouting procedures and with the grout manufacturer's procedures for placement of grout, grout pressures and grout quantity. Multiple grout lift installations may be required to avoid buckling of the liner pipe. Contractor shall also take precautions to avoid movement of the liner during the grouting operation. No grout shall be placed until service connections have been restored. Grout placement method and pressure shall be in accordance with manufacturer's recommendations and shall be submitted to the Engineer prior to the placement of grout.

D. Service Connections

1. Contractor shall reconnect all service connections to the sewer unless the Engineer deems connection to be inactive or abandoned. Contractor shall machine core through liner at each connection point, and comply with the following connection procedures:

   i. Contractor shall excavate and install a tee fitting with saddle configured to the outside diameter of the slip liner and of tee length necessary to connect existing service or lateral. Contractor shall bond saddle to outside of liner pipe per manufacturer's recommendations. A minimum of 90% capacity restoration is required.

   ii. To join pipes of dissimilar material, Contractor shall joint plain ends and connect the existing pipes and services using flexible pipe connectors equipped with stainless steel bands and fastening devices as specified.

E. Manholes

1. Contractor shall cut the upper half of liner out at manholes, and as required to accommodate lateral and service connections at manholes. Contractor shall reconstruct manhole benches to match new invert elevations

2. Where existing manhole locations have been used as access pit sites, Contractor shall reconstruct precast manholes using salvaged materials. If existing manhole materials are not suitable for salvage, Contractor shall reconstruct manhole utilizing cast-in-place or new precast concrete manhole elements. All construction shall comply with the companion sections of these specifications

3.02 TESTING AND ACCEPTANCE

A. Contractor shall employ an independent testing agency to conduct and report compressive strength testing of the grout utilized in the construction. Contractor shall prepare and submit for testing four cellular concrete cylinders from each day's grouting activities. Testing shall occur at one (1) and twenty-eight (28) days. All test results shall be submitted to the City.

B. After all work is completed, Contractor shall provide the City with a DVD showing both the pre- and post-installation conditions, including the restored connections. All defects discovered during the post-installation television inspection shall be corrected by the Contractor at its expense before the work under the Contract will be considered for Substantial Completion. After the defects, if any, are corrected, the affected sewer segment(s) shall be video inspected again. The post-installation television inspection shall be

submitted in sufficient time to allow the City to review the video prior to the Substantial Completion milestone.

PART 4- MEASUREMENT AND PAYMENT

A. Payment shall include all bypass pumping, cleaning, pre- and post-construction televising, labor, equipment, material, supervision, sheeting, shoring, bracing, installation, manhole reconstruction at access pit locations, safety, dust/erosion control, testing, site restoration and all other work specified or not which is reasonably required to provide a completed installation. Any item not specified shall be considered incidental to the work. Contractor shall include all incidental cost in the unit price for the slip liner.

B. Contractor shall receive payment for building sewer lateral reinstatement on a unit price basis per lateral connection diameter reinstated in accordance with the unit prices contained in the Contract Documents.

C. Contractor shall receive payment for Mobilization/Demobilization and Traffic Control on a lump sum basis in accordance with the prices contained in the Contract Documents.

- END OF SECTION -

Division 53: Slip-Lining of Existing Sewer Line

53.01 GENERAL: This section includes all labor, materials, transportation, equipment necessary to rehabilitate by means of Instituform deteriorated sections of Sanitary Sewer within project limits, as relatively free of infiltration or inflow. It is the intent of this section of this specification to provide for rehabilitating sanitary sewer lines by the "Instituform" process. When complete the liner pipe should extend from one manhole to the next manhole in a continuous watertight length.

53.02 REFERENCE SPECIFICATION: This specification references American Society For Testing Materials (ASTM) standard specifications which are made a part hereof by such reference and shall be the latest edition and revision thereof.

53.03 MATERIALS FOR SEWER LINER PIPE AND FITTINGS: The following materials are approved for installation in sanitary sewer lines:

The sewer liner pipe and fittings shall be manufactured from a polyethylene compound which conforms to ASTM D-1248 and meets the requirements for Type II or III, Class B or C, Grades P23, P33, or P34, Category 5.

A. Pipe made from this compound must have a long-term hydrostatic strength rating of 1250 psi or more.

B. When the environmental stress crack resistance (ESCR) of the compound is measured in accordance with ASTM D-1693, Condition C, the compound shall withstand not less than 192 hours in 100% solution Igepal CO-630 at 100 degrees F. before reaching a 20% failure point (F_{20}).

53.04 LINER MATERIAL TESTS: Tests for compliance with this specification shall be made according to the applicable ASTM Specification. A certificate of compliance with this specification upon request shall be provided by the manufacturer for all material furnished under this specification. In addition, the Owner and/or Engineer may, at his own expense, witness inspection and test of the materials.

53.05 LINER PIPE DIMENSIONS: The outside diameter and minimum wall thickness shall be as shown on the plans when measured in accordance with ASTM D-2122. Where existing conditions prevent the use of the size stated on the plans, appropriate corrective actions shall be taken as detailed later in these specifications to permit installation of the size noted in the Plans.
The following Table I gives the Standard Dimension Ratios for line pipe when measured in accordance with ASTM D-2122 TABLE I.

I.D. of Original Sewer (Inches)	O.D. of the Liner Pipe (Inches)	Minimum Wall Thickness (Inches)		
		SDR 26	SDR 21	SDR 17
4	3.500			.167
6	4.500			.215
6	5.375	.207	.257	.317
8	6.625	.316	.390	
8	7.125	.274	.340	.420
10	8.625	.332	.411	.508
12	10.75	.414	.512	.633
15	12.75	.491	.607	.750
15	13.38	.515	.638	.788
18	16.00	.616	.762	.942
21	18.00	.693	.858	1.058
21	18.70	.720	.891	1.100

24	22.00	.848	1.050	1.248
27	24.80	.954	1.181	1.406
30	28.00	1.075		
36	31.50			
42	35.43			
42	39.37			
8	38.37			
54	47.24			

The Standard Dimension Ratios (SDR's) are 32.5, 26, 21 and 17. These are referred to as SDR 32.5, SDR 26, SDR 21 and SDR 17. Standard Dimension Ratio is calculated by dividing the specified outside diameter by the minimum wall thickness.

The wall thickness tolerance shall be within plus 12%.

53.06 REJECTION: Any materials may be rejected for failure to meet any of the requirements of this specification.

53.07 INSTALLATION PROCEDURES: The following installation procedures shall be adhered to unless otherwise approved by the Engineer.

A. Cleaning of Sewer Line: Prior to any slip-lining of a line so designated, it shall be the responsibility of the Contractor to clean the debris out of the sewer line in accordance with Section III "Sewer Line Cleaning" NASSCO Specifications for Sewer Collection System Rehabilitation. This work shall be considered incidental and shall be paid for as part of "Slip-Lining of Sewers: for the appropriate manhole section.

B. Television Inspection: The Contractor shall inspect by closed circuit T.V. the section to be slip-lined and shall record the locations of all obstructions and service taps. This work shall be considered incidental and shall be paid for as part of "Slip-Lining of Sewers" for the appropriate manhole section.

C. Bypassing Sewage: The Contractor shall bypass the sewage around the sections of line that are to be slip-lined if the annular space and pulling head openings are incapable of handling the flow. The bypass shall be made by plugging an existing upstream manhole if necessary and pumping the sewage into a downstream manhole or adjacent system. The pump and bypass lines shall be of adequate capacity and size to handle the flow. All bypassing systems shall be approved by the Engineer. Approval of the bypassing system by the Engineer shall in no way be construed as relieving the Contractor of any responsibility under this Contract as related to protection of the interest of the Owner and the general public.

At the end of each working day, temporary tie-in shall be made between the relined section and the existing system and the bypass plug removed.

Under no circumstances will the dumping of raw sewage on private property or in city streets be allowed.

This work shall be considered incidental to the Contract and be paid for under "Slip-lining of Sewer" for the appropriate manhole section.

D. Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions, solids, dropped joints, or collapsed pipe that will prevent the insertion of the liner. If inspection reveals an obstruction which would prevent the installation of the specified size liner, such as a badly dropped or misaligned joint, protruding services, that are not at the point of the entry shaft, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a pay item under Point Repairs if the misaligned or protrusion is equal to or more than fifteen (15) percent of the internal diameter of the sewer pipe being lined. If the obstruction or protrusion is less than fifteen (15)

percent of the internal diameter of the sewer to be lined, or could have been removed by bucket machines or swabbing using conventional cleaning methods, no pay item will be granted.

E. Excavation: Where excavations for insertion of the polyethylene line are made in a line section between two manholes, the Contractor will establish the excavation points on the basis of location of the lines to be slip-lined, pulling distances and traffic conditions. When possible, intermediate access excavations can coincide with building service connection excavations or critical obstructions in the sewer. The locations of the excavation points should be such as to minimize traffic disruption. The number of excavations can be reduced by planning to insert the pipe in both directions from a single opening.
Normally, a pipe length of 2-3 manhole sections can be lined from a single excavation. The insertion pit(s) should be long enough to avoid imposing a bending radius of less than 35 times the outside diameter of the pipe liner during insertion. The insertion pit(s) should be sufficient to allow the entry of the workmen. Sheathing and bracing requirements will depend on depth and ground conditions and the Contractor shall determine the necessity for such sheathing and bracing. The top of the existing sewerline shall be exposed to the springline and the crown of the pipe shall be removed as necessary for insertion of the liner. Care should be taken not to disturb the bottom portion of the existing sewer line as this will afford a stable base for the liner pipe. All locations for insertion pits shall be approved by the Engineer prior to any work being done.

F. Pipe Joining: Sections of the polyethylene pipe shall be assembled and joined together prior to insertion of the pipe. Assembly shall be accomplished above ground, either at the job site or a remote location. Joining shall be accomplished by the Thermal Butt Fusion method, in strict accordance with the manufacturer's recommendations and in accordance with applicable specifications of ASTM D-2657. All fusion joining shall be performed with equipment designed for butt fusion of thermoplastic pipe and by trained personnel. Tensile strength at yield of the butt-fusion joints shall not be less than the pipe. Joining of the liner, in cases where the insertion pit is not a manhole, may be accomplished by use of a stainless steel full encirclement clamp or the installation of a new manhole. Table II details the recommended minimum length of such clamps to afford adequate pull-out protection. Exposed steel liner clamps shall be encased with a minimum of six (6) inches of concrete.

TABLE II

O.D. of the Liner Pipe (Inches)	Minimum Length of Clamp (Inches)
3.500	7.50
4.500	10
5.375	10
6.625	15
7.125	15
8.625	15
10.750	20
12.750	20
13.375	20
16.000	30
18.000	30
22.050	30
24.800	30
27.950	30
31.500	48
35.430	48
39.370	60
47.240	60

G. Insertion of the Liner: The polyethylene liner shall be inserted into the existing sewer line with a power

winch and steel cable connected to the end of the liner by use of an appropriate pulling head. A second pulling head may be attached to the other end of the liner for attachment of a tag line to pull the liner back out of the sewer line, if necessary. Length of the liner pipe to be inserted at any one time shall be governed by the winch drum capacity and winching power available and consideration of the size and condition of the sewer.

During insertion, precautions should be taken to protect the liner pipe from scoring the outside of the liner as it is being pulled into the sewer.

Once the insertion is initiated, it is desirable to continue the pull to completion without interruption.

The manufacturer's recommendations should be followed regarding relaxation of the liner prior to connecting services and sealing the annular space between the liner and the existing sewer pipe at the manhole.

H. Manhole Replacement: In those places where the entrance shaft is excavated at an existing manhole, the manhole shall be replaced with a new manhole in accordance with the engineering drawings.

I. Sealing Polyethylene Pipe in Manhole: The annular space between the polyethylene liner and the existing sewer line shall be sealed where the sewer line enters or exists each manhole. This annular space shall be sealed for a distance of 12 to 18 inches inside the old sewer line. The method of sealing shall be approved by the Engineer, but activated oakum and grout are acceptable.

Form sealant should not protrude into the manhole and should be finished over with a quick-set, non-shrink type of cement grout. Finishing inside the manhole shall be accomplished using a quick-set cement type grout to raise the invert to the grade of the line pipe. Note: Only the upstream seal should be made prior to connecting services.

53.09 SERVICE CONNECTIONS: After the liner has been secured in the upstream manhole, all existing active services shall be reconnected. All existing inactive services serving vacant or undeveloped properties shall be reconnected. A portion of the existing sewer, at the liner pipe around each service connection shall be removed to expose the liner pipe to provide adequate working space for making the new service connection. Service laterals shall be connected to the liner pipe using either polyethylene heat fusion saddles or strap-on saddles as conditions require or as specified. Strap-on saddles shall be secured to the liner pipe using stainless steel bands. A neoprene gasket shall be inserted between the liner and the strap-on saddle.

Connections of the saddle fittings to the existing lateral shall be made using elastomeric boots, full encirclement clamps or by other methods specified by the Engineer.

Prior to backfilling, the annular space between the existing sewer and the new liner shall be sealed to preclude migration of the backfill material into this annular space. This annular space may be sealed with cement, expandable foam or the upper half of the sewer pipe may be replaced and grouted. The exposed connection shall be completely replaced and grouted. The exposed connection shall be completely encased in 6 inches (min.) of concrete. The cost of testing for and reconnecting service connections shall be considered incidental to the cost for "Slip Lining of Sewers" for the appropriate manhole section.

53.10 BACKFILL: At all points where the polyethylene pipe has been exposed, such as at the insertion shafts, at service connection fittings, or other points where the old pipe must be removed, the polyethylene pipe and fittings shall be encased in 6 inches (min.) concrete or other high density material as specified by the Engineer to prevent deflection due to earth loading or subsidence.

At this point, in preparation for the placing of the encasement material, debris and soil shall be removed along each side of the existing pipe down to the spring line to exposed undisturbed soil.

After the encasement material is in place and accepted by the Engineer, it shall be allowed to set up for a minimum of 16 hours prior to backfilling; backfill is placed an compacted to required finished grade in accordance with these specifications. Particular care shall be taken to ensure compaction of earth beneath the lateral pipe in order to reduce subsidence and resultant bending at the lateral connection at the sewer main, care shall be taken to prevent damage or collapse of the liner.

53.11 TESTING

A. Air Test: After installation of the liner and before any taps are made, the Contractor shall run a test on the sewer line to determine if it is watertight.

The Contractor shall furnish all necessary equipment to conduct the test. Acceptable method is a low pressure air test. Air test procedure shall be as follows:

1. Pressurize the test section to 4.0 psi and hold above 3.5 psi for not less than 2 minutes. Add air if necessary to keep the pressure above 3.5 psi. At the end of this 2 minute saturation period, note the pressure (must be 3.5 psi minimum) and begin the timed period. If the pressure drops 0.5 psi in less than the time given in Table 3, the section of pipe shall not have passed the test.

Sewer Size (Inches)	Minimum Test Time (Minutes)
4	2
6	3
8	4
10	5
12	6
15	7 ½
18	9
21	10 ½
24	12
27	13 ½
30	15
36	18
42	21
48	24
54	27

2. When the prevailing ground water is above the sewer being tested, air pressure shall be increased 0.43 psi for each foot the water table is above the flow line of the sewer.

3. If the time for the pressure to drop 0.5 psi is 125 percent or less of the time given in the table, the line shall immediately be repressurized to 3.5 psi and the test repeated.

4. If building sewers have been preconnected they shall be considered part of the lateral to which they are connected and no adjustment of test time shall be allowed to compensate for the smaller diameter of the house sewers.

5. The pressure gauge used shall be supplied by the Contractor, shall have a minimum divisions of 0.10 psi, and shall have an accuracy of 0.004 psi.

B. Manholes shall be tested in accordance with requirements in Division 34.

53.12 CLEAN-UP: After the installation work has been completed and all testing acceptable, the Contractor shall clean up the entire project area and return the ground cover to grade. All excess material and debris not incorporated in the permanent installation shall be disposed of by the Contractor. Sidewalks, driveways, street surfaces, and other surface restoration not part an eligible Point Repair shall be considered incidental to "Slip-Lining of Sewers" of the appropriate manhole section.

53.13 METHOD OF MEASUREMENT AND BASIS OF PAYMENT: It is the intent of these Specifications that Slip-lining, excluding eligible Point Repairs to be a complete process. The total footage to be bid for rehabilitation by Base Bid, Alternate I and Alternate II are different. Certain areas cannot be lined because of cave-in already occurred. Cost comparison will be made between Base Bid, Alternate I and Alternate II in all areas where all of these rehabilitation techniques can be used.

A. The length of sewer pipe satisfactorily slip-lined will be measured in place by the engineer. The pipe shall not be measured through manholes.

B. Payment will be made for the quantities so measured at the unit prices specified in the Bid Proposal.

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 9, 2022

ADDENDUM #1, RFP E-15-22

r R d r

To Whom It May Concern,

"Exhibit G – Price List" has been added to the Attachments tab of the City's eBid System.

Addendum #1 is posted on the City's eBid website: http://pompanobeachfl.ionwave.net. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions in the eBid System has passed.

The deadline for acceptance of proposals in the eBid system is

The remainder of the solicitation is unchanged at this time.

Sincerely,

Jeff English, Purchasing Agent

cc: website

RFP E-15-22				
Trenchless Technology Rehabilitation and Pipe-Bursting Technology				
Vendor:				
		QTY	**Unit**	**Unit Price**
The following items apply as applicable to sections B thru O and as needed in section A items 1-7:				
1	Mobilization	1	Day	
	Pre-Construction Video	1	LF	
	a) Survey/As-builts	1	LF	
2	Erosion Control	1	LF	
3	MOT			
	a) Signage	1	Day	
	b) Flagmen	1	HR	
4	Excavation/Backfill			
	a) 0-4 feet deep	1	Cuft	
	b) 4-6 feet deep	1	Cuft	
	c) 6-10 feet deep	1	Cuft	
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	
5	Trench Shoring			
	a) 4-6 feet deep	1	F Trench	
	b) 6-10 feet deep	1	LF Trench	
6	Surface Restoration			
	a) Sod	1	SF	
	b) 4-inch concrete	1	SF	
	c) 6-inch concrete	1	SF	
	d) 2-inch asphalt	1	SF	
	e) 3-inch asphalt	1	SF	
	f) Curb	1	LF	
7	Material extras			
	a) Lime Rock	1	SY	
	b) 57/Washed Stone	1	SY	
	c) Imported Sand	1	SY	
	d) Gravel	1	SY	
	e) Geo Grid	1	SY	
B) Pipe Bursting with HDPE for Gravity Sewer Lines				
	HDPE DR 17			
8	6-inch diameter	1	LF	
9	8-inch diameter	1	LF	
10	10-inch diameter	1	LF	
11	12-inch diameter	1	LF	
12	14-inch diameter	1	LF	
13	16-inch diameter	1	LF	
14	18-inch diameter	1	LF	
15	20-inch diameter	1	LF	
	Manhole Connections			
16	6-inch	1	EA	
		QTY	**Unit**	**Unit Price**
17	8-inch	1	EA	
18	10-inch	1	EA	
19	12-inch	1	EA	
20	14-inch	1	EA	
21	16-inch	1	EA	
22	18-inch	1	EA	
23	20-inch	1	EA	
	Sewer Later Connections			
24	4-inch connection			
	a) 0-4 feet deep	1	EA	
	b) 4-6 feet deep	1	EA	
	c) 6-10 feet deep	1	EA	
25	6-inch connection			
	a) 0-4 feet deep	1	EA	
	b) 4-6 feet deep	1	EA	
	c) 6-10 feet deep	1	EA	
	Clean-out Installation			
26	4-inch	1	EA	
27	6-inch	1	EA	
	Sewer Lateral Pipe Bursting			
28	4-inch	1	LF	
29	6-inch	1	LF	

C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure				
	HDPE DR 11			
30	3-inch diameter	1	LF	
31	4-inch diameter	1	LF	
32	6-inch diameter	1	LF	
33	8-inch diameter	1	LF	
34	10-inch diameter	1	LF	
35	12-inch diameter	1	LF	
36	14-inch diameter	1	LF	
37	16-inch diameter	1	LF	
38	18-inch diameter	1	LF	
39	20-inch diameter	1	LF	
40	24-inch diameter	1	LF	
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price			
	Fittings			
	a) Bends and sleeves, DI			
41	6-inch	1	EA	
42	8-inch	1	EA	
43	10-inch	1	EA	
44	12-inch	1	EA	
45	14-inch	1	EA	
46	16-inch	1	EA	
47	18-inch	1	EA	
48	20-inch	1	EA	
49	24-inch	1	EA	
	b) Tees, DI			
50	6x6x4	1	EA	
51	6x6x6	1	EA	
52	8x8x4	1	EA	
53	8x8x6	1	EA	
54	8x8x8	1	EA	
55	10x10x4	1	EA	
56	10x10x6	1	EA	
57	10x10x8	1	EA	
58	10x10x10	1	EA	
59	12x12x6	1	EA	
60	12x12x8	1	EA	
61	12x12x10	1	EA	
66	12x12x12	1	EA	
67	14x14x14	1	EA	
68	16x4 tee	1	EA	
69	16x6x6cross	1	EA	
70	16x6 tee	1	EA	
71	16x6 tee blowoff	1	EA	
72	16x8x8 cross	1	EA	
73	16x20 reducer	1	EA	
74	18x18x18	1	EA	
75	20 tee	1	EA	
76	20 cross	1	EA	
77	24 tee	1	EA	
78	24 cross	1	EA	
	a) Fittings available per Pound	1	LB	
	Gate Valves			
79	4-inch	1	EA	
80	6-inch	1	EA	
81	8-inch	1	EA	
		QTY	**Unit**	**Unit Price**
82	10-inch	1	EA	
83	12-inch	1	EA	
84	14-inch	1	EA	
85	16-inch	1	EA	
86	18-inch	1	EA	
87	20-inch	1	EA	
88	24-inch	1	EA	
89	Remove valve only	1	EA	
90	Install new valve vault	1	EA	
91	Fire Hydrants	1	EA	
	Connection at Services			
	a) Up to 1" service, short side up to 5-feet			
92	4-inch main	1	EA	
93	6-inch main	1	EA	

94	8-inch main	1	EA	
95	10-inch main	1	EA	
96	12-inch main	1	EA	
97	16-inch main	1	EA	
98	18-inch main	1	EA	
99	20-inch main	1	EA	
100	24-inch main	1	EA	
	b) Up to 2" service, short side up to 5-feet			
101	4-inch main	1	EA	
102	6-inch main	1	EA	
103	8-inch main	1	EA	
104	10-inch main	1	EA	
105	12-inch main	1	EA	
106	16-inch main	1	EA	
107	18-inch main	1	EA	
108	20-inch main	1	EA	
109	24-inch main	1	EA	
	c) Up to 1" service, long side up to 25-feet			
110	4-inch main	1	EA	
111	6-inch main	1	EA	
112	8-inch main	1	EA	
113	10-inch main	1	EA	
114	12-inch main	1	EA	
115	16-inch main	1	EA	
116	18-inch main	1	EA	
117	20-inch main	1	EA	
118	24-inch main	1	EA	
	d) Up to 2" service, long side up to 25-feet			
119	4-inch main	1	EA	
112	6-inch main	1	EA	
113	8-inch main	1	EA	
114	10-inch main	1	EA	
115	12-inch main	1	EA	
116	16-inch main	1	EA	
117	18-inch main	1	EA	
118	20-inch main	1	EA	
119	24-inch main	1	EA	
	e) Additional service length			
120	Over 30-feet x 1"	1	LF	
121	Over 30-feet x 2"	1	LF	
	Note: Service pipe HDPE, Copper available at market price			
	Line Stops			
122	4-inch	1	EA	
123	6-inch	1	EA	
124	8-inch	1	EA	
125	10-inch	1	EA	
126	12-inch	1	EA	
127	16-inch	1	EA	
128	18-inch	1	EA	
129	20-inch	1	EA	
120	24-inch	1	EA	
	Bypass for water main pipe bursting or CIPP lining			
121	2-inch temporary	1	LF	
122	4-inch temporary	1	LF	
123	6-inch temporary	1	LF	
	Temporary service connections for water main bypass			
124	2-inch short side	1	EA	
125	2-inch long side	1	EA	
126	4-inch short side	1	EA	
127	4-inch long side	1	EA	
128	6-inch short side	1	EA	
129	6-inch long side	1	EA	
D) Polyethylene (PE) Sewer Pipe Sliplining				
	PE Pipe DR 22.5			
130	4-inch	1	LF	
131	6-inch	1	LF	
132	8-inch	1	LF	
133	10-inch	1	LF	
134	12-inch	1	LF	
135	Annular Space - Grouting	1	CY	
		QTY	**Unit**	**Unit Price**
E) Procedures for Rehabilitation of Existing Pipelines				

	Pipe String Fusion			
136	4-inch	1	LF	
137	6-inch	1	LF	
138	8-inch	1	LF	
139	10-inch	1	LF	
140	12-inch	1	LF	
	Pressure Testing			
141	4-12 inch	1	LF	
142	Charge Water	1	K-Gals	
	Chlorination			
143	4-inch	1	LF	
144	6-inch	1	LF	
145	8-inch	1	LF	
146	10-inch	1	LF	
147	12-inch	1	LF	
148	BT Test	1	EA	
	Flushing			
149	4-12 inch	1	LF	
150	Charge Water	1	K-Gals	
	Dechlorination			
151	4-12 inch	1	K-Gals	
		QTY	**Unit**	**Unit Price**
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits				
	Compression Fit HDPE Pipe Lining			
	a) Camera			
152	0-10 inch	1	LF	
153	10-24 inch	1	LF	
154	25-36 inch	1	LF	
155	37-48 inch	1	LF	
156	Over 48 inch	1	LF	
	b) Clean			
157	0-10 inch	1	LF	
158	10-24 inch	1	LF	
159	25-36 inch	1	LF	
160	37-48 inch	1	LF	
161	Over 48 inch	1	LF	
	c) Pigging	See item **G) Pig Cleaning**		
	d) Gauging			
162	0-10 inch	1	LF	
163	10-24 inch	1	LF	
164	25-36 inch	1	LF	
165	37-48 inch	1	LF	
166	Over 48 inch	1	Per-inch	
167	e) Obstruction Removal	1	EA	
	f) Pipe Liner Insertion			
	1) PE 4710 DR 41			
168	4-inch	1	LF	
169	6-inch	1	LF	
170	8-inch	1	LF	
171	10-inch	1	LF	
172	12-inch	1	LF	
173	16-inch	1	LF	
174	18-inch	1	LF	
175	20-inch	1	LF	
176	24-inch	1	LF	
177	30-inch	1	LF	
178	36-inch	1	LF	
179	42-inch	1	LF	
180	48-inch	1	LF	
181	54-inch	1	LF	
	2) PE 4710 DR 32.5			
182	4-inch	1	LF	
183	6-inch	1	LF	
184	8-inch	1	LF	
185	10-inch	1	LF	

186	12-inch	1	LF	
187	16-inch	1	LF	
188	18-inch	1	LF	
189	20-inch	1	LF	
190	24-inch	1	LF	
191	30-inch	1	LF	
192	36-inch	1	LF	
193	42-inch	1	LF	
194	48-inch	1	LF	
195	54-inch	1	LF	
	3) PE 4710 DR 26			
		QTY	**Unit**	**Unit Price**
196	4-inch	1	LF	
197	6-inch	1	LF	
198	8-inch	1	LF	
199	10-inch	1	LF	
200	12-inch	1	LF	
201	16-inch	1	LF	
202	18-inch	1	LF	
203	20-inch	1	LF	
204	24-inch	1	LF	
205	30-inch	1	LF	
206	36-inch	1	LF	
207	42-inch	1	LF	
208	48-inch	1	LF	
209	54-inch	1	LF	
	4) PE 4710 DR 21			
210	4-inch	1	LF	
211	6-inch	1	LF	
212	8-inch	1	LF	
213	10-inch	1	LF	
214	12-inch	1	LF	
215	16-inch	1	LF	
216	18-inch	1	LF	
217	20-inch	1	LF	
218	24-inch	1	LF	
219	30-inch	1	LF	
220	36-inch	1	LF	
221	42-inch	1	LF	
222	48-inch	1	LF	
223	54-inch	1	LF	
	5) PE 4710 DR 17			
224	4-inch	1	LF	
225	6-inch	1	LF	
226	8-inch	1	LF	
227	10-inch	1	LF	
228	12-inch	1	LF	
229	16-inch	1	LF	
230	18-inch	1	LF	
231	20-inch	1	LF	
232	24-inch	1	LF	
233	30-inch	1	LF	
234	36-inch	1	LF	
235	42-inch	1	LF	
236	48-inch	1	LF	
237	54-inch	1	LF	
G) Pig Cleaning				
	Foam Pig			
238	0-12 inch	1	LF	
239	13-24 inch	1	LF	
240	25-36 inch	1	LF	
241	37-48 inch	1	LF	
242	Over 48 inch	1	LF	
	Wire Bullet Pig			
243	0-12 inch	1	LF	
244	13-24 inch	1	LF	
245	25-36 inch	1	LF	
245	37-48 inch	1	LF	
247	Over 48 inch	1	LF	

	Blade Scraper Pig			
248	0-12 inch	1	LF	
249	13-24 inch	1	LF	
250	25-36 inch	1	LF	
251	37-48 inch	1	LF	
252	Over 48 inch	1	LF	
H) Time and Material Unit Rates for Change Orders				
	Materials, Subcontractors and Rentals			
253	Markup = 15%			
254	Sales Taxes = Per Jurisdiction			
	Labor			
255	Executive Supervisor	1	HR	
	a) Project Management	1	HR	
256	Superintendent	1	HR	
		QTY	**Unit**	**Unit Price**
257	Administrator	1	HR	
258	Crew Chief	1	HR	
259	Equipment Operator	1	HR	
260	Pipelayer - Skilled	1	HR	
261	Pipelayer - Helper	1	HR	
262	Laborer - Unskilled	1	HR	
I) Directional Drilling & Pipe Installation				
263	2-inch	1	LF	
264	4-inch	1	LF	
265	6-inch	1	LF	
266	8-inch	1	LF	
267	10-inch	1	LF	
268	12-inch	1	LF	
269	14-inch	1	LF	
270	16-inch	1	LF	
280	18-inch	1	LF	
281	20-inch	1	LF	
282	24-inch	1	LF	
J) Gravity Sewer CIPP Lateral Renewal Systems				
283	4 inch lateral up to 25 lf	1	EA	
284	6 inch lateral up to 25 lf	1	EA	
285	4 inch tophat installation	1	EA	
286	6 inch tophat installation	1	EA	
K) Manhole Rehabilitation				
287	4 foot diameter	1	VF	
288	6 foot diameter	1	VF	
289	Lift station rehabilitation	1	SF	
290	Existing coating removal	1	SF	
291	Adjust existing manhole cover and ring (grass)	1	EA	
292	Adjust existing manhole cover and ring (Asphalt)	1	EA	
293	Install new manhole ring and cover (grass)	1	EA	
294	Install new manhole ring and cover (Asphalt)	1	EA	
295	Furnish and install manhole chimney seal	1	EA	
296	Re-construct manhole bench and channel flow	1	EA	
L) Slip-lining down to DR 11				
297	4-inch	1	EA	
298	6-inch	1	EA	
299	8-inch	1	EA	
300	10-inch	1	EA	
301	12-inch	1	EA	
302	16-inch	1	EA	
303	18-inch	1	EA	
304	24-inch	1	EA	
305	30-inch	1	EA	
306	36-inch	1	EA	
307	42-inch	1	EA	
308	48-inch	1	EA	
309	54-inch	1	EA	
310	63-inch	1	EA	
M) Large Diameter HDPE				
	Pipe String Fusion			
311	14-inch	1	LF	

312	16-inch	1	LF	
313	18-inch	1	LF	
314	20-inch	1	LF	
315	24-inch	1	LF	
316	30-inch	1	LF	
317	36-inch	1	LF	
318	48-inch	1	LF	
	Pressure Testing			
319	14-48 inch	1	LF	
320	Charge Water	1	K-Gals	
N) Pipe Bursting for Force Main Replacement Procedure				
	HDPE DR 11			
321	3-inch diameter	1	LF	
322	4-inch diameter	1	LF	
323	6-inch diameter	1	LF	
324	8-inch diameter	1	LF	
325	10-inch diameter	1	LF	
326	12-inch diameter	1	LF	
327	14-inch diameter	1	LF	
328	16-inch diameter	1	LF	
329	18-inch diameter	1	LF	
330	20-inch diameter	1	LF	
331	24-inch diameter	1	LF	
332	30-inch diameter	1	LF	
333	36-inch diameter	1	LF	
334	42-inch diameter	1	LF	
335	48-inch diameter	1	LF	
336	54-inch diameter	1	LF	
	Plug Valves			
337	4-inch	1	EA	
338	6-inch	1	EA	
339	8-inch	1	EA	
340	10-inch	1	EA	
341	12-inch	1	EA	
342	16-inch	1	EA	
343	18-inch	1	EA	
344	20-inch	1	EA	
345	24-inch	1	EA	
346	30-inch	1	EA	
347	36-inch	1	EA	
348	42-inch	1	EA	
349	48-inch	1	EA	
350	54-inch	1	EA	
	ARV Vacuum/Air/With structure			
351	2-inch	1	EA	
352	4-inch	1	EA	
353	6-inch	1	EA	
	Blow Off/With box			
354	2-inch	1	EA	
355	4-inch	1	EA	
356	6-inch	1	EA	
357	Tracer Wire	1	LF	
O) Modular Pipe Bursting				
358	Manhole set up fee	1	EA	
359	8-inch	1	LF	
360	10-inch	1	LF	
361	12-inch	1	LF	
362	14-Inch	1	LF	
363	16-inch	1	LF	
364	18-inch	1	LF	
P) Extended Warranty				
365	Past 1 year, extended warranty offered at 1.93% of contract value per year			

Florida's Warmest Welcome

E-15-22 Addendum 1
Murphy Pipeline Contractors, LLC
Supplier Response

Event Information

Number: E-15-22 Addendum 1
Title: Trenchless Rehabilitation and Pipe-Bursting Technology
Type: Invitation To Bid
Issue Date: 5/12/2022
Deadline: 6/13/2022 02:00 PM (ET)
Notes: The City of Pompano Beach (the "City") will receive sealed proposals for Request for Proposals (RFP) **E-15-22, Trenchless Rehabilitation and Pipe-Bursting Technology** until **2:00:00 p.m. (local), June 13, 2022.** Proposals must be submitted electronically through the eBid System on or before the due date and time as specified herein. RFP openings are open to the public. All Proposers and/or their representatives are invited to be present. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the RFP Documents and respond to this RFP. The solicitation documents can be downloaded for free from the eBid System as a pdf at: https://pompanobeachfl.ionwave.net. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to https://www.pompanobeachfl.gov/meetings to

find the Zoom link.

Contact Information

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Phone: (904) 764-6887
Email: cviers@teamipr.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Cindy Viers — *Signature*

cviers@teamipr.com — *Email*

Submitted at 6/13/2022 11:28:26 AM

Requested Attachments

Proposal Package — Proposal Package.pdf

Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 10 MB, the response must be split and uploaded as two (2) separate files.

Proposal Bond From — E-15-22 Bid Bond Executed.pdf

Proposal Bond Form from the attachments tab must be completed and uploaded to this tab.

Qualification of Proposers Form — E-15-22 Qualification of Proposers Package.pdf

Qualification of Bidders Form from the attachments tab must be completed and uploaded to this tab.

Exhibit G - Price List — Exhibit G - Price List MPC Numbers Final.pdf

Exhibit G - Price List from the Attachments tab is to completed and uploaded here.

Bid Attributes

1 Extension of prices, terms and conditions to other governmental entities

If awarded the contract resulting from this bid, will your company agree to extend the same prices, terms and conditions to other governmental entities? (Note -- Optional, agreement not required for contract award.) All Purchases made by other governmental entities shall be understood to be transactions between that entity and the awarded vendor; the City of Pompano Beach shall not be a party to or be responsible for any such purchases. Indicate by selecting yes or no from the drop down menu.

Yes

2 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

Yes

3 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)Indicate yes or no below with the drop down menu.

No

4 Vendor Certification Regarding Scrutinized Companies Lists (Over $1,000,000.00)

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. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

☑ Certified (Certified)

5 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

☑ Yes (Yes)

6 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

☑ Agree (Agree)

QUALIFICATION OF PROPOSERS

COMPLETE THE QUALIFICATIONS OF PROPOSERS – CONSTRUCTION FORM IN THE EBID ATTACHMENTS TAB. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND UPLOAD THE COMPLETED FORM TO THE RESPONSE ATTACHMENTS TAB FOR THE PROPOSAL IN THE EBID SYSTEM

To demonstrate qualifications to perform the Work, and to be considered for award, each Proposer must submit written evidence, such as previous experience, present commitments and other such data as may be called for below (or in SUPPLEMENTARY CONDITIONS). Each Proposal must contain evidence of Proposer's qualification to do business in the State where the Project is located or covenant to obtain such qualification prior to executing the Agreement.

1 How many years has your organization been in business as an Underground Utility and Excavation Contractor?

22 Years

2 State of Florida Contractor's license # CUC1223787

Broward County Certificate of Competency #: 189-272549

Expiration Date: 09/30/2022

3 What is the last project of this nature that you have completed?

PW/Construction Services Water System Main/Rep WM Upgrade Services Project, City of F

4 Have you ever failed to complete work awarded to you? If Yes, where and why?

No

5 List all work performed over the last year.

Project Name Please see attached

Owner's Name _____

Owner's Address _____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

(Attach additional information as required)

6 List all work of similar type, complexity, and comparable value over the past five (5) years and the nature of work performed. (Attach additional information on separate sheet)

Project Name Please see attached

Owner's Name _____

Owner's Address _____

_____

Phone Number _____

Nature of Work _____

Original Contract Completion Time (Days) _____

Original Contract Completion Date _____

Actual Final Contract Completion Date _____

Original Contract Price _____

Actual Final Contract Price _____

7 The following are names as three (3) individuals or corporations for which you have performed work of this nature and to which you list as references, excluding the City of Pompano Beach.

NAME	ADDRESS	TELEPHONE	CONTACT PERSON
City of Sunrise	10770 W Oakland Park Blvd, Sunrise, 33351	954-888-6002	Earl Prizlee
City of Fort Lauderdale	100 N Andrews Ave Ft. Lauderdale, 33301	954-828-5850	Daniel Fisher

City of Tamarac 7525 NW 88th Ave Tamarac, Fl 33321 954-597-3704 Christopher Lyle

8 Have you personally inspected the proposed work and have you a complete plan for its performance?

MPC is very familiar with the City of Pompano Beach

9 The following information shall be provided for this project:

(a) Estimated total construction manhours N/A

(b) Percent manhours to be performed by Contractor's permanent staff 95%

(c) Percent manhours to be performed by direct hire employees 0%

Equipment

10 What equipment do you own that is available for the proposed work?

Please see attached equipment list

11 What equipment will you purchase for the proposed work, and the estimated delivery period from time order is placed for equipment?

MPC has immediate access to all necessary equipment to complete this job

Bid E-15-22 Qualification – 12 Month Summary

The Town of Davie Brentwood Improvements

Owner: Town of Davie Utility Department
7351 SW 30th St NW 30th St
Davie, Fl 33314
954-324-3769
Job Description: Replacement of approximately 2400 LF of 6" AC Water Main with 8" HDPE and 800 LF of 2" DIP with 6" DIP; 33 Services Total
Original Contract Value: $799,808.00 **Contract Value:** $644,000.00
Contract Days: 90 Days March 2022- June 2022

Bal Harbour Trenchless Rehabilitation of Utility Infrastructure

Owner: Village of Bal Harbour
655 95th St, Bal Harbour Fl 33154
786-566-3461
Job Description: Multi-phased project that consists of the replacement and upgrade of water and sewer main ranging in size from 6" to 20" throughout the community. Included in the scope are over 250 service connections
Current Contract Value (All phases): $8,945,000.00
October 2019 –Current

S. Westshore Boulevard Water Main Replacement II, City of Tampa

Owner: City of Tampa
306 E. Jackson St
Tampa, Fl 49286
Job Description: The Westshore Blvd Project consisted of the replacement of approximately 18,000 LF of 12" CIP with 12" HDPE along a high traffic commercial thoroughfare.
Original Contract Value: $4,006.560.00 **Final Contract Value:** $3,210,000.00
Contract Days: 300 Days **Contract Completed:** 275 Days June 2021 – May 2022

Public Works/Construction Services Water System Mains Maint/Rep Water Main Upgrade Services Project, City of Pompano Beach

Owner: City of Pompano Beach
1201 NE 3rd Avenue
Pompano Beach, Fl 33060
954-942-2202
Job Description: Project consisted of (4) different phases of replacing approximately 4,300 LF of 6" Cast Iron pipe with 6" HDPE; approximately 30 services
Original PO Value: $948,067.00 Final Contract Value: $810,265.00
Project Schedule: Completed in 9 Wks Completed March 2022

Bid E-15-22 Qualification – 12 Month Summary

NW 70th St Pipe Bursting Project, City of Tamarac

Owner: City of Tamarac
7525 NW 88th Ave
Tamarac, Fl 33321
954-597-3704
Job Description: Project comprised of the replacement of approximately 3,800 LF of 8" Cast Iron Water Main and upgrading to 10" HDPE.
Original Contract Value: $684,284.00 **Final Contract Value:** $634,025.00
Contract Days: 90 Days **Contract Completed:** 90 Days October 2021

South Murphy Rd AC Water Line

Owner: City of Murphy Texas
206 N. Murphy Rd
Murphy, Texas 75094
972-468-4007

Job Description: Replacement of approximately 3400 LF of 6" AC pipe with 8" HDPE via pre-chlorinated pipe bursting.
Original Contract Value: $598,172.00 Final **Contract Value:** $597,304.00
Contract Days: 120 Days **Contract Completed:** 90 Days November through January 2022

Summary Includes:

- [illegible]
- [illegible]
- [illegible]

[illegible]

The Westshore Blvd Project consisted of the replacement of approximately 18,000 LF of 12" CIP with 12" HDPE along a high traffic commercial thoroughfare. Project construction complete and in final phases of restoration. POC: James King (Office 813-781-7023 james.king@tampagov.net
Contract Value: $4,006,560.00

[illegible]

Project consisted of (4) different phases of replacing approximately 4,300 LF of 6" Cast Iron pipe with 6" HDPE. Project Construction Complete March 2022 POC: Nathaniel Watson (Office) 954-942-2202 nathaniel.watson@copbfl.com
Contract Value: $810,265.00

[illegible]

The NW 70th St Pipe Bursting Project was comprised of the replacement of approximately 3,800 LF of 8" Cast Iron Water Main and upgrading to 10" HDPE. Completed October 2021. POC: Christopher Lyle (Office) 954-597-3704 christopher.lyle@tamarac.org
Contract Value $634,025.00

[illegible]

The Victoria Park Small WM Project was comprised of the replacement of approximately 60,000 LF of 4" WM to 6" HDPE. There were approximately 950 water services, the majority of which were completed via Pit Launch Mini-Horizontal Directional Drill, that included 70 rear meter conversions to City right of way that required plumbing permits. Completed June 2021
POC: Daniel Fisher (Office) 954-828-5850 dfisher@fortlauderdale.gov
Contract Value: $10,947,563.00

[illegible]

The Bermuda project required MPC to upgrade the existing 22,000 LF of 6" CIP Water Main to 8" HDPE. Additionally, there were roughly 300 water services for which 65 required a plumbing permit for relocation within the City right of way. Completed June 2020.
POC: Axel Rivera (Office) 954-828-5124 axrivera@fortlauderdale.gov
Contract Value: $3,564,824.00

[illegible]

The MPC Team performed 11,000 LF 8"-10" of water main installation with 90 1-inch/1.5-inch services installed. Pit Launch Mini-Horizontal Directional Drill was used for services under asphalt. Completed Q1 2020 POC: Trey Sisk (Office) 407-571-7023 tsisk@altamonte.org
Contract Value: $1,229,084.00

The Croissant Park WM project consisted of the replacement and upsizing of approximately 16,000LF of 6” CIP Water Main to 8” HDPE. There were approximately 385 water services for which 221 required a plumbing permit for relocation within the City right of way. Completed July 2019 POC: Scott Teschky (Office) 954-828-6195 steschky@fortlauderdale.gov
Contract Value: $2,422,579.00

Design-Build with partners Chen Moore & Associates. The project consisted of the design, permitting and execution of manhole-to-manhole modular pipe installation of approximately 1,700 LF of existing gravity sewer in an affluent, commercial district in the City of Coral Gables in support of current and future urban development. Project was completed with minimal impact to local business. Completed December 2018. POC: Philip Parenteau (Office) 786-623-2808 philip@astorcompanies.com Contract Value: $883,083.00

Project consisted of the replacement of roughly 2500 LF of 24” CMP with 24” HDPE via sliplining through a narrow corridor of an established neighborhood in Tamarac. Christopher Lyle (Office) 954-597-3704 christopher.lyle@tamarac.org Completed February 2019
Contract Value: $1,300,000

The Escape/Valencia project encompassed upgrading the existing system of the City of Sunrise located in the Town of Davie, approximately 30,000 LF of 4-6” AC Pipe replaced with 8” HDPE. As the City of Sunrise infrastructure was located in the Town of Davie. Our team coordinated inspections with both entities. Completed November 2018 . POC: Earl Prizlee (Office) 954-888-6002 Eprizlee@sunrisefl.gov. Contract Value: $4,000,000.00

Trailers	Bix Tex	2016 Gooseneck Trailer	16VGX2524G6071861
Trailers	Bix Tex	2016 25G Gooseneck Trailer	16VGX3527G6046541
Trucks	CAT	Dump Truck CT660	1HTJGTJT4DJ192567
Trailers	Big Tex	BIG TEX 4XPH-24+5AIR BRAKE DUAL AXLE TRAILER	16VHX242X82801562
MISC.	Professer-Weld Mach	Green Welder Trailer	
Fusion Machines	McElroy	T900 Fusion Machine	C54696
Burst Rigs	TT Technologies	1250G GrundoBurst Pipe Burster	410032
Trailers	United Rental	500 Gallon Water Trailer	JW516126B000007
Winches	Hammerhead Winch	Yellow Winch	912-2700
Trucks	Isuzu	2018 NQR-HD Crew Cab Box Truck #1	JALE5J168J7900751
Trucks	Ford	2017 F450 Flatbed	1FD0W4HT7HEC47689
Excavators	CAT	325F Excavator	CAT0325FVXAA10197
Trucks	MACK	2007 Dump Truck	1M1AJ06437N007942
Trucks	Ford	2016 F350 Flatbed	1FD8W3HTXGEC46435
Excavators	Yanmar	Excavator Vi055	61195
Skid Steers	Bobcat	2017 Skidsteer S850	B47711173
Fusion Machines	McElroy	Track Star 412 AT1213002/ AT1816501	C71940 / C71598
Trucks	Ford	2015 Ford F550 Flatbed Truck	1FDOW5HT4FEB83596
Backhoe's	CAT	Backhoe 420 FIT	CAT0420FLJWJ02828
Burst Rigs	TT Technologies	800G Pipe Bursting Unit	
Trailers	ARNI	2011 Cargo Trailer	5YCBE2021BH003139
Trailers	Big Tex	2015 Gooseneck Trailer	16VGX2520E2615969
Burst Rigs	Scandinavian No-Dig	T87 Pipe Bursting unit.	T87-16-08-03
Trucks	Isuzu	2011 Box Truck	JALB4W17XB7400474
Trucks	Ford	2016 F450 Flatbed	1FD0W4HT7GEA60581
Trucks	Isuzu	2014 Box Truck	JALC4J164E7003040
Backhoe's	CAT	Backhoe 420F2IT	CAT0420FHHWD01196
Excavators	Yanmar	Excavator VI055-6A	YMRVI055EGAJ61118
Excavators	Yanmar	Excavator VI055-6A	AF400 S/N: 11310
Excavators	Yanmar	Excavator VI055-6A	AF424 SN: 11457
Skid Steers	CAT	Skid Steer 272D2	CAT0272DLBL200873
Fusion Machines	McElroy	2065	6300102 Serial: C02973
Trucks	Ford	2017 F450 Flatbed	1FD0W4HTXHEE42301
Trucks	Isuzu	2016 NPR-HD Box Truck	JALC4J16XG7000873
Trucks	Ford	2015 Ford F350 Flatbed Truck	1FD8W3HTXFEB05587
Trailers	Big Tex	2015 Gooseneck Trailer	1P9GF272XFL375357
Trailers	Homemade	2009 Air Compressor SUL AIR 185DPO	FLZCS257G909
Excavators	Yanmar	Excavator VIO55	AF360
Trailers	Airman	Air Compressor PDST85S	B4-6B43192
Burst Rigs	TT Technologies	800G Power Pack	1000060715100
Fusion Machines	McElroy	No.28 A860701	C70747
Backhoe's	CAT	Backhoe 420 FIT	CAT0420FKHWD00329
Trucks	Ford	2020 F750 Dump Truck	1FDXF7DC2KDF14739
Trucks	Ford	2020 Ford F-550	1FD0W5HT2LED41848
Winches	HAMMERHEAD WINCH	HG5 Red	1E9WE1211CC196252
Trailers	Express Trailers	2014 Enclosed CCTV Trailer (camera)	5GLBE1425EC000408
Excavators	Yanmar	VI055 Excavator	AG656
Burst Rigs	Scandinavian No-Dig	T87 Pipe Bursting unit. 2	T87-102
Skid Steers	Bobcat	S850 Skid Steer	B47711645
Skid Steers	Bobcat	S850 Skid Steer	B47711648
Excavators	Yanmar	VI050 Excavator	60716
Skid Steers	Bobcat	S850 Skid Steer	B47711807
Trailers	Atlas Copco	XAS 185 JD7 PE	4500A1016DR042224
Excavators	Yanmar	SV100 2020	AG102 86589
Fusion Machines	World Poly	1600 Hydra A	1902183964
Fusion Machines	World Poly	1600 Hydra B	1902183965
Winches	TT Technologies	2008 RW40 Grundowinch	2008W304
Trucks	Ford	2019 F550 Crew Cab	1FD0W5HT3KEG58746

Trucks	Ford	2019 F550 Crew Cab	1FD0W5HT9KEG54345
Trucks	Ford	Ford F150	1FTEW1E50KFB58854
Trailers	Doosan	2012 Air Compressor C185WKUB-T4I	434601ULVD95
Trucks	Ford	2018 Ford F550	1FDUF5HTXJDA02923
Excavators	Yanmar	2018 SV100	YMRSV100HJAJAF787
Excavators	Yanmar	Excavator Sv100	AF656
Excavators	Yanmar	Excavator SV100	AF657
Excavators	Yanmar	Excavator SV100	AF658
Burst Rigs	TT Technologies	2500G Power Pack	
Burst Rigs	TT Technologies	2500G Burst Rig	
Trucks	Isuzu	NPR HD 2020	54DC4J1B8KS811572
Fusion Machines	McElroy	Pit Bull NO. 28 (AT805501)	C24083
Burst Rigs	TT Technologies	800G Pipe Bursting Unit	
Excavators	Yanmar	Excavator VI055-6A	AF803
Trucks	Toyota	2018 Toyota Tacoma	5TFRX5GN4JX115825
Trucks	Toyota	2018/19 Toyota Tacoma	5TFRX5GN3JX126444
Trailers	Big Tex	2019 40' Gooseneck	16VGX3528K6049196
Excavators	CAT	942KQCCAB	0PWR03933
Burst Rigs	Hammerhead	Yellow 30/38 Pipe Burster	HB3810009
Excavators	CAT	M318D	D8W00445
Trucks	Ford	2019 F150	1FTEW1E57KFC02932
Skid Steers	CAT	Skid Steer 272D2	CAT0272DKBL200963
Trailers		Cargo Trailer	53BCTEA20FU013271
Burst Rigs	Scandinavian No-Dig	T87S Pipe Bursting unit	T87S-001
Trucks	Ford	2017 F450 Flatbed	1FD0W4HT0HED46208
Trailers	Big Tex	2017 35 + 5 Pop Up	16VGX3521F6020998
Fusion Machines	McElroy	Trackstar 412 AT1816501	C76382
Trailers	Atlas Copco	Air compressor, XAS 185 JD RSC	4500A1013BR038984
Trailers	Wanco	Message Board Trailer Model WTLMB-A10	5F12S1610E1003134
Trailers	Wanco	Message Board Trailer WTLMB-A10	5F12S1XE1003206
Excavators	Yanmar	SV100 2019	V92612 SN: AG371
Trucks	Ford	2018 F750 Dump Truck	1FDWF7DX3JDF03567
Trailers	Atlas Copco	Atlas Copco Air Compressor	10149433
Trucks	Hamm	HD12VV Roller	H2001665
Trucks	Ford	2017 F450 Flatbed	1FD0W4HT3HED53766
Trucks	Ford	2016 F550 Flatbed	1FD0W5HT2GED31942
Trailers	Cargo Express	Black Tool Trailer	53BCTEA25FU012553
Trailers	LMT	2008 Utility Trailer	5L8GP282381013818
Trucks	Isuzu	2018 NQR-HD Crew Cab Box Truck #2	JALE5J166J7901400
Trucks	Isuzu	2016 Box Truck	JALE5J164G7901047
Trailers	Myers	Seth Pump Trailer 3"/4" pump	MSPSF1820
Skid Steers	Trailer	United Rentals Water Trailer	
Backhoe's	CAT	Backhoe 420 FIT	CAT0420FJHWD02549
Excavators	Yanmar	Excavator Sv100	AF414
Trailers	Cascade	2010 500Gal Water Trailer	1C9FA0822AC673041
Excavators	Yanmar	Excavator VI055-6A	YMRVI055CGAJ61015
Excavators	Yanmar	Excavator Vi055	60943
Backhoe's	John Deere	Backhoe 310SK	1T0310SKHEE268377
Skid Steers	Bobcat	Skid Steer S850	ATF412427
Trucks	Hyster	Forklift	E7D2151R
Trucks	Ford	2020 Ford F450	1FD0W4HT9KEG58745
Trailers	Whisperwatt	DF-2400J 3 Phasae Generator Trailer	DCA-220SSJ
Fusion Machines	McElroy	Dynamac 250 In hole	C50143
Fusion Machines	McElroy	Pitbull NO. 618 (AT1213001)	C25674 and Serial:6182010-1
Trailers	Road Clipper	2013 Gooseneck Trailer	46UFU4020D1148471
Trucks	GMC	6500 Dump Truck	1GDJ7HMOVJ520194
Fusion Machines	McElroy	TracStar T500 Fusion Machine AT5034201	C51366 and C47198

Trucks	Ford	2015 Ford F550	1FD0W5HT9FEB96862
Trailers	North Star Compressor	Compressor	459382H Serial: 1119 6783
Trailers	Wanco	Message Board Trailer WTLMB-A10	5F12S1617F1002094
Trailers	Wanco	Message Board Trailer WTLMB-A10	5F12S1615F1000180
MISC.	54 Inch Roller Assembley	54" Roller Assembley	
MISC.	54 Inch Roller Assembley	54" Roller Assembley 2017	
Winches	ABS 1900	Winch	
Winches	ABS 1900	Winch Rope	
Trailers	Atlas Copco	Air Compressor Xas 185 JDHH	H0P034446
Trailers	Atlas Copco	Air compressor, XAS 185 JD RSC	DRO42168
MISC.	Bobcat	Street Sweeper Angled Broom	231411904
MISC.	CE Attatchments Inc	Hydraulic Compactor	651118
Trailers	Diac	2010 All Pro Cargo Trailer	5UZBE2022AD013940
MISC.	Expander Shells	Swagelining	
Trucks	Ford	2018 Ford Escape	1FMCU0F73JUB67867
Trucks	Ford	2018 Ford Explorer	1FM5K8F8XJGB75307
Trucks	Ford	2019 F250 Lariat	1FT7W2BT4KED42203
Trucks	Ford	2019 F250 Lariat	1FT7W2BT2KED42202
Trucks	Ford	2019 F250 Lariat	1FT7W2BT9KED42195
Trucks	Ford	2019 F250 Lariat	1FT7W2BT7KED42146
Trucks	Ford	2019 F250 Lariat	1FT7W2BT6KED42106
Trucks	Dodge	2020 Ram 2500	3C6UR5FL6LG236942
Trucks	Dodge	2020 Ram 2500	3C6UR5FL1LG236976
Trucks	Dodge	2020 Ram 2500	3C6UR5FL7LG236951
Trucks	Dodge	2020 Ram 2500	3C6UR5FLXLG236930
Trucks	Dodge	2020 Ram 2500	3C6UR5FL7LG236948
Trucks	Dodge	2021 Ram 2500	3C6UR5FL9MG670774
Trucks	Dodge	2021 Ram 2500	3CUR5FL2MG629032
Trucks	Dodge	2021 Ram 2500	3C6UR5FL8MG629035
Trucks	Dodge	2021 Ram 2500	3C6UR5FL6MG631205
Trucks	Dodge	2021 Ram 2500	3C6UE5FL9MG631215
Trucks	Ford	F250 Tuscany	1FT7W2BT8JEB61541
Trucks	GMC	2014 GMC Denali	1GT125E88EF136133
Burst Rigs	Hammerhead	50/58 Pipe Burster	HB5810109
MISC.	Honda	EU2200i Generator	EAMT- 1073415
MISC.	Honda	EU220i Generator	EAMT-1181413
MISC.	Honda	EU220i Generator	EAMT-1172911
MISC.	Honda	WB20XT 2" Water Pump	3155899
Trucks	Jeep	2020 Grand Cherokee	1C4RJFBG6LC234423
MISC.	Kelley	Jackhammer Attatchment CB750	400M824
MISC.	Little Jumping Jack	RAMMER B560-4AS	24268936
Fusion Machines	McElroy	PB14	
Fusion Machines	McElroy	Pit Bull No.14	C71748
Fusion Machines	McElroy	Pit Bull No.26 708502	C71632
Fusion Machines	McElroy	Pit Bull No.28 No. AT805506	C70840
Fusion Machines	McElroy	Pitbull no.26	C40155
Trailers	Not sure/United Rentals	500 Gallon Water Trailer	N/A
MISC.	Okada	OAC 200 Compactor	B1356
MISC.	Okada	OAC 200 Compactor	B1397
MISC.	Okada	OAC100	B614
MISC.	Okada	Top 55 Breaker	72V1045
MISC.	Okada	TOP55B	72V954
Winches	Reeling Machine	Wire Rope	
Mini-Drill	Roddie Inc	Pit Shot Service Drill	RI8459632
Burst Rigs	Scandinavian No-Dig	T87 Pipe Bursting Unit .3	
Burst Rigs	Scandinavian No-Dig	T87 Pipe Bursting Unit. 3 Power Pack	T87-109
MISC.	Street Saw Walk Behind	FS524 (965150214)	2014 1400006
RV TRAILER	Stryker RV	2018 Stryker Model ST-2916	5RXGB3522J2377808

Trailers	Sulair	XAS 185 JD RSC			4500A1013BR038984
MISC.	Thrust Frame	Swagelining			
MISC.	Trench Boxes	8 Trench Boxes and Spreader Bars			
MISC.	Troy Built	Briggs & Stratton 7000W Generator			1411121600195
Burst Rigs	TT Technologies	1250G Extra Rods			
Burst Rigs	TT Technologies	1250G Extra Rods			
Burst Rigs	TT Technologies	1250G Extra Rods			
Burst Rigs	TT Technologies	800G Grundoburst Pipe Burster			
Burst Rigs	TT Technologies	800G Power Pack			1000080822100
Burst Rigs	TT Technologies	Rods TT Tech			
MISC.	Wacker Neuson	Rammer BS60-4AS			24417053
MISC.	Welding Rig	Welder			
MISC.	Whacker Rammer Large	RAMMER B560-4AS			24271171
Winches	Winch Rope Bobby				
RV TRAILER	Wlidwood RV	2018 FVWW	Small RV Trailer		4X4TWDW45JY091496
RV TRAILER	Wlidwood RV	2018 FVWW	Small RV Trailer		4X4TWDW14JY091483
MISC.		Big Jumping Jack			

MPC MURPHY PIPELINE CONTRACTORS An IPR Company

PIPE BURSTING, PRE-CHLORINATION, SLIPLINING, Compression-Fit WORK EXPERIENCE – 7 Year Summary

Project Name	Type	Owner	Contact & Phone	Host Pipe & Size	New Pipe & Size	Length Installed	Dates
The Town of Davie Brentwood Improvements	Water	Town of Davie	Robert Walker 954-327-3769	6" AC	8" HDPE	2400 lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
Continuing Construction Services – Pre-Chlorinated Pipe Bursting	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6" AC	6" HDPE	5000 lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
S. Westshore Blvd Water Main Replacement II	Water	City of Tampa	James King 813-781-7023	12" Cast Iron	12" HDPE	18,000 lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
Salt Lake City Upper Conduit Repair Phase 1	Water	Salt Lake City Department of Public Utilities	T. Dimond Zollinger	42"	42" HDPE	1600 lf of HDPE; Sliplining	In Progress
NE 12th St, NE 15th St, NE 24th Ave, NE 24th Terr, and NW 27th Way	Water	City of Pompano Beach	Nathaniel Watson	4-6" Cast Iron	6" HDPE	4300lf of HDPE Pre-Chlorinated Pipe Bursting	January 2022 – March 2022

Wilton Manors Jenada	Water	City of Wilton Manors, Fl	Bert Fisher	4” Cast Iron to 6” HDPE	Yes	3500 lf HDPE Pre-Chlorinated pipe burst	July 2021-August 2021
Tamarac 10 Inch Water Main Replacement	Water	City of Tamarac	Chris Lyle	8” Cast Iron to 10” HDPE	10” HDPE	3,800 lf Pre-Chlorinated Pipe Bursting	August 2021-October 2021
Victoria Park A and B, North and South Small Water Main Replacement	Water	City of Fort Lauderdale, FL	Daniel Fisher 954-828-5850	2” Cast Iron to 6” HDPE	6” HDPE	61,000 lf 6” Pre-Chlorinated pipe bursting	March 2019 – June 2021
Bal Harbour Village Phase 3A	Sewer	Bal Harbour Village, FL	John Oldenburg 305-993-7436	6-8” Cast Iron	8-10” HDPE	1500lf 6-8” Sewer Main	January 2021 – March 2021
Bal Harbour Village Phase 4	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	10” Cast Iron	20” HDPE	5000lf of HDPE pre-chlorinated HDD project	December 2020 – July 2021
Water Main Replacement Project	Water	Harris County Municipal Utility District No. 5, TX	Gerald Gehman 713-201-5534	4”-6”-8”-12” AC/Cast Iron	4”-6”-8”-12” HDPE	48,600lf pre-chlorinated pipe bursting with temporary services	February 2021-December 2021
Florida City Project No 10 & 11	Sewer	City of Florida City	Pedro Gonzalez 305-598-0191	6”-10” PVC	6-12” HDPE	4,000 lf FM Replacement	September 2020 – August 2021

Bermuda Riviera Small Water Main Improvements Project	Water	City of Fort Lauderdale, FL	Jose Custodio 954-828-5248	6" PVC to 8" HDPE	8" HDPE	9,223lf 8" HDPE HDD 12,512lf 8" HDPE pre-chlorinated pipe bursting 640lf 8" HDPE Aerial crossing 1,220 8" HDPE open cut	July 2019-June 2020
Texas A&M	Water	Texas A&M University	Clyde Oberg 979-845-1042	8" Ductile Iron	12" HDPE DR17	680LF HDPE Pre-Chlorinated Pipe Bursting	July 2020
Heards Lane 10" Waterline	Water	City of Galveston Texas	Chris New 713-691-0923	10" Cast Iron	8-10" HDPE DR 11	5,450 lf 10" HDPE Watermain Pre-Chlorinated Pipe Bursting 1,100lf 8" HDPE Watermain Pre-Chlorinated Pipe Bursting	May 2020 June 2020
Berkshire Villas Water Main Replacement	Water	Bloomfield Township, Oakland County, Michigan	Christopher Ross 248-330-7344	6-8" Ductile Iron	8" HDPE DR17	3,837lf 8" HDPE DR 17 Pre-Chlorinated Pipe Bursting 426lf HDPE DR17 HDD 106LF 8" HDPE DR17 Open Cut	October 2020-December 2020
Arlington and Sherwood WM Replacement Ph.1	Water	City of Fort Wayne, Indiana	Austyn Smedberg 260-427-2708	6" Cast Iron	6" HDPE	10,200lf HDPE pre-chlorinated pipe bursting	May 2020-January 2021
Bal Harbour Village Phase 2A	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	6-8" Cast Iron	8-12" HDPE	515lf 12" HDPE pre-chlorinated pipe bursting pilot project	November 2019
Pre-Chlorinated Pipe Bursting with Restoration. San Sabestian NEP	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6" AC	8-10" HDPE	11,000lf pre-chlorinated pipe bursting with temporary services	January 2020-April 2020

City of Lake Worth WM Project	Water	City of Lake Worth, FL	Steve Cheatham Project Manager 561-307-4915	6" Cast Iron	6" HDPE	4,500lf 6" HDPE pre-chlorinated pipe bursting	August 2019-November 2020
Allied States R19 Pompano Sanders Park	Water	City of Pompano Beach, FL	Nathaniel Watson 954-828-5248	6" PVC	6" HDPE	1,350lf 6" HDPE pre-chlorinated pipe bursting	July 2019
EPWWS Cast Iron Pipe Replacement Project	Water	Eagle Pass Water Works System, Texas	Louis Stock (830)-773-2291	4-12" Cast Iron	8-12" HDPE	8,005 HDD 8" HDPE 1,791 HDD 12" HDPE 51,486lf 8" pre-chlorinated pipe bursting 4,316lf 10" pre-chlorinated pipe bursting 3,450lf 12" pre-chlorinated pipe bursting	August 2019-May 2021
2019 Watermain Replacement WUWS19001	Water	City of Arlington, Texas	Jessie Allen 817-459-6610	6-12" AC & Cast Iron	6-12" HDPE DR11 PE4710	11,781lf 12" Static Pipe bursting of 6" Line. 3,511lf 12" Static Pipe burst of 12" line	Feb 2016-October 2016
NE 6th Ave and NE 26th St WM Replacement	Water	City of Wilton Manors, FL	Bert Fisher	6-8" Cast Iron	6-8" HDPE DR11	6,320lf 8" Pre-Chlorinated Pipe Bursting. 775LF 6" Pre-Chlorinated Pipe Bursting	September 2019 – March 2020
Pompano Beach Cypress Creek	Water	City of Pompano Beach, FL	Nathaniel Watson 954-828-5248	6" Cast Iron	6" DIPS DR11	1,400lf Pre-chlorinated Pipe Bursting.	August 2018 – October 2019
2018 Water Main Replacement	Water	City of Arlington, TX	Jessie Allen 817-459-6610	4"-6"-8"-12" AC/Cast Iron	8"-12" HDPE	25,400lf pre-chlorinated pipe bursting with temporary services	October 2016-August 2017

Croissant Park Small Water Main Improvement	Water	City of Fort Lauderdale, FL	Jose Custodio 954-828-5248	4”-6” Cast Iron to 8” HDPE	8” JDPE	8,420lf pre-chlorinated pipe bursting with temporary services 6,350lf HDD HDPE	January 2019 - July 2019
Central Seacrest Corridor Drainage Improvements and WM Replacement	Water	City of Boynton Beach, FL/ Ric-Man International, Inc.	Jimmy Richie 561-248-0727	4”-6” Cast Iron/AC	8” HDPE	22,483lf pre-chlorinated pipe bursting with temporary services 8,372lf HDD	September 2018- Septembe 2019
SSNOCWTA C-200 PVC Pipeline Replacement Project.	Force Main	South Seminole, North Orange County Water Transmission Authority, FL	Stefano Ceriana 407-679-5358	10”-12”-16” PVC	12”-18” HDPE	7,765lf static pipe bursting 4,430lf open cut 5,820lf HDD	Feb 2018- Sept 2019
Sunrise Escape/Valencia Watermain Improvements	Water	City of Sunrise, Florida	Earl Prizlee 954-888-6002	4”-6”-8” AC to 4”-6”-8” HDPE	6”-8” HDPE	31,650 lf pre-chlorinated pipe bursting, with over 725 service connections	Spring 2019- Fall 2019
2015 Water Main Replacement Program	Water	City of Grosse Pointe Farms, MI	Eddie Zmich 248-454-6300	6”-8” Cast Iron	8” HDPE	4,300lf pre-chlorinated pipe bursting using DI fittings	May 2015-July 2015
Golden Shores Water Main Replacement Phase 2 & 3	Water	North Miami Beach, Florida	Karim Rossy 305-948-2980	4” - 6” Cast Iron	6” HDPE	7,800lf pre-chlorinated pipe bursting using DI fittings	March 2016- June 2016
Replacement of 6” Waterline Arlington National Cemetery Phase 4	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6” Cast Iron	6” HDPE	7,000lf static pipe bursting using DI fittings	January 2016- March 2016

Eyerly Avenue Water Main Replacement	Water	Port St. Lucie, Florida	Laney Southerly 772-873-6442	6” - 8”AC	6" - 8 " HDPE	7,435lf pre-chlorinated pipe bursting using DI fittings	May 2016-September 2016
Replacement of 39” Water Transmission Main Calder Road	Water	Gulf Coast Water Authority, Texas	James Vanderwater 281-687-7270	39” PCCP	42” 1000mm HDPE DR 17	6,800lf CompressionFit HDPE	January 2018-April 2018
Replacement of 6” Waterline Arlington National Cemetery Phase 5	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6” Cast Iron	6” HDPE	13,540lf static pipe bursting using DI fittings	May 2017-October 2017
Replacement of 6” Waterline Arlington National Cemetery Phase 3	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6” Cast Iron	6” HDPE	9,000lf static pipe bursting using DI fittings	January 2018-May 2020
Replacement of 6” Waterline Arlington National Cemetery Phase 2	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6” Cast Iron	6” HDPE	8,220lf static pipe bursting using DI fittings	June 2017-September 2017
18” Water Transmission Main	Water	Texas A&M University, College Station, Texas	Nathan Jones 979-862-4606	18” Cast Iron	20” HDPE DR 26	2,600lf CompressionFit HDPE using DI fittings	March 2017-April 2017
20” Chilled Water Line Replacement	Water	Texas A&M University, College Station, Texas	Nathan Jones 979-862-4606	20” Steel	22” HDPE DR 26	3,800lf CompressionFit HDPE using electro fusion fittings	March 2018-April 2018

Water System Capital Improvement	Water	City of Livonia, Michigan	Dan Mitchell 248-454-6322	6” - 8” - 12” Cast Iron	8” - 12” HDPE	27,000lf pre-chlorinated pipe bursting and 1,118lf directional drill using DI fittings	June 2018-March 2019
Water System Improvements	Water	City of Big Spring, Texas	Steve Bennett 806-473-2200	2” - 4” - 6” - 8” - 12” Cast Iron	2” - 4” - 6” - 8” - 12” HDPE	17,300lf pre-chlorinated pipe bursting using DI fittings	March 2018-June 2018
Pre-chlorinated Water Pipe Bursting Term Contract	Water	City of Sanford, Florida	Greg McIntyre 407-417-5602	4” - 6” AC	4” - 6” HDPE	16,500lf pre-chlorinated pipe bursting using DI fittings	January 2018-May 2018
Greenlawn Place Blue Tubing and Water Line Replacement	Water	City of Round Rock, Texas	David Freireich 512-671-2756	6” - 8” AC	8” HDPE	17,000lf pre-chlorinated pipe bursting using DI fittings	April 2017-September 2017
Highland Park Water Main Replacement	Water	Ft. Wayne, Indiana	Matthew Wirtz 260-427-2690	6” Cast Iron	6” - 8” HDPE	8,750lf pre-chlorinated pipe bursting using DI fittings	March 2017-June 2017
Casselberry Water Mains	Water	City of Casselberry, Florida	Gerald Chancellor 386-878-8998	2”- 6” Galvanized and AC	2” HDPE, 6” Fusible PVC	1,700lf of 2” 600lf of 6”, pre-chlorinated pipe bursting with 54 services	November 2016- Feb 2017
A1A Ponte Vedra	Water	United Water	Gordon Gruhn 904-838-6585	4”- 6” AC	8” HDPE	2,600lf pre-chlorinated pipe burst with electro-fusion fittings	August 2015-September 2015
Everglades National Park	Water	National Park Service	Andrew Lynn 615-377-1337	4”- 6” AC	4” - 6” HDPE	26,000lf pre-chlorinated pipe bursting with electro-fusion fittings	August 2009-April 2010

South Indian River Drive	Water	Ft. Pierce, Florida	David Mellert 772-466-1600 x3423	6” Cast Iron	6” HDPE	12,500lf pre-chlorinated pipe bursting using electro-fusion fittings	October 2014- July 2015

MPC MURPHY PIPELINE CONTRACTORS An IPR Company

PIPE BURSTING, PRE-CHLORINATION, SLIPLINING, Compression-Fit WORK EXPERIENCE – Last 24 Months

Project Name	Type	Owner	Contact & Phone	Host Pipe & Size	New Pipe & Size	Length Installed	Dates
The Town of Davie Brentwood Improvements	Water	Town of Davie	Robert Walker 954-327-3769	6" AC	8" HDPE	2400lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
Continuing Construction Services – Pre-Chlorinated Pipe Bursting	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6" AC	6" HDPE	5000lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
S. Westshore Blvd Water Main Replacement II	Water	City of Tampa	James King 813-781-7023	12" Cast Iron	12" HDPE	18,000 lf of HDPE Pre-Chlorinated Pipe Bursting	In Progress
Salt Lake City Upper Conduit Repair Phase 1	Water	Salt Lake City Department of Public Utilities	T. Dimond Zollinger	42"	42" HDPE	1600 lf of HDPE; Sliplining	In Progress
NE 12th St, NE 15th St, NE 24th Ave, NE 24th Terr, and NW 27th Way	Water	City of Pompano Beach	Nathaniel Watson	4-6" Cast Iron	6" HDPE	4300lf of HDPE Pre-Chlorinated Pipe Bursting	January 2022 – March 2022

Wilton Manors Jenada	Water	City of Wilton Manors, Fl	Bert Fisher	4" Cast Iron to 6" HDPE	Yes	3500 lf HDPE Pre-Chlorinated pipe burst	July 2021-August 2021
Tamarac 10 Inch Water Main Replacement	Water	City of Tamarac	Chris Lyle	8" Cast Iron to 10" HDPE	Yes	3,500 lf Pre-Chlorinated Pipe Bursting	August 2021-October 2021
Victoria Park A and B, North and South Small Water Main Replacement	Water	City of Fort Lauderdale, FL	Daniel Fisher 954-828-5850	2" Cast Iron to 6" HDPE	Yes	61,000lf 6" Pre-Chlorinated pipe bursting	March 2019 – June 2021
Bal Harbour Village Phase 3A	Sewer	Bal Harbour Village, FL	John Oldenburg 305-993-7436	6-8" Cast Iron	8-10" HDPE	1500lf 6-8" Sewer Main	January 2021 – March 2021
Bal Harbour Village Phase 4	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	10" Cast Iron	20" HDPE	5000lf of HDPE pre-chlorinated HDD project	December 2020 – July 2021
Water Main Replacement Project	Water	Harris County Municipal Utility District No. 5, TX	Gerald Gehman 713-201-5534	4"-6"-8"-12" AC/Cast Iron	4"-6"-8"-12" HDPE	48,600lf pre-chlorinated pipe bursting with temporary services	February 2021-December 2021
Bermuda Riviera Small Water Main Improvements Project	Water	City of Fort Lauderdale, FL	Jose Custodio 954-828-5248	6" PVC to 8" HDPE	Yes	9,223lf 8" HDPE HDD 12,512lf 8" HDPE pre-chlorinated pipe bursting 640lf 8" HDPE Aerial crossing 1,220 8" HDPE open cut	July 2020-March 2021

Texas A&M	Water	Texas A&M University	Clyde Oberg 979-845-1042	8” Ductile Iron	12” HDPE DR17	680LF HDPE Pre-Chlorinated Pipe Bursting	July 2020
Heards Lane 10” Waterline	Water	City of Galveston Texas	Chris New 713-691-0923	10” Cast Iron	8-10” HDPE DR 11	5,450 lf 10” HDPE Watermain Pre-Chlorinated Pipe Bursting 1,100lf 8” HDPE Watermain Pre-Chlorinated Pipe Bursting	May 2020 June 2020
Berkshire Villas Water Main Replacement	Water	Bloomfield Township, Oakland County, Michigan	Christopher Ross 248-330-7344	6-8” Ductile Iron	8” HDPE DR17	3,837lf 8” HDPE DR 17 Pre-Chlorinated Pipe Bursting 426lf HDPE DR17 HDD 106LF 8” HDPE DR17 Open Cut	October 2020-December 2020

MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Rd Jacksonville, Fl 32226
South Florida Office
OFFICE: 954-842-4771
ADDRESS: 5400 S University Dr Unit 101 Davie, Fl 33328
murphypipelines.com swagelining.com

Re: Attachment to bid No. E-15-22; City of Pompano Beach Trenchless Rehabilitation & Pipe Bursting Technology - FINANCIAL STATEMENTS - CONFIDENTIAL MATERIALS

Dear Selection Committee Members:

Enclosed in this package are Murphy Pipeline Contractors financial statement. We respectfully request that the information provided be treated confidentially by the City of Pompano Beach, as Murphy Pipeline Contractor is a privately held company.

Murphy Pipeline Contractor identifies Florida Statutes. 815.045 - Trade Secret Information ands. 119.071.3.(c) as the statutes that authorizes the exemption from the Public Records Law.

- **CONFIDENTIAL** - Contains Trade Secrets - Must Be Kept Confidential pursuant to Florida Statute s. 815.045. Exempt from Public Records Act.

- Financial statements are exempt from Florida Public Records requirements, as noted in Florida Statute Chapter 119: Exemption: 119.071.3.(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) ands. 24(a), Art. I of the State Constitution.

We appreciate the City's efforts to maintain the confidentiality of our financial records.

Sincerely,

Ed Steele

Ed Steele
General Manager

MURPHY PIPELINE CONTRACTORS, LLC

Financial Statement

As of December 2020

Balance Sheet
As of Period Ending December 2020

	12/31/2020
ASSETS	
Current Assets	
CASH	$ 3,926,238.49
Contract Receivables	$ 11,027,797.59
Costs in Excess of Earnings	$ 2,286,574.00
Other Assets	$ 130,956.86
Total Current Assets	$ 17,371,566.94
Intangible Assets	$ 37,240,016.00
Property and Equipment, Net	$ 6,026,174.82
TOTAL ASSETS	**$ 60,637,757.76**
LIABILITIES & STOCKHOLDER'S EQUITY	
Current Liabilities	
Accounts Payable and accrued Expens	$ 8,582,101.30
Billings in Excess	$ -
Total Current Liabilities	$ 8,582,101.30
NOTES PAYABLE, NON CURRENT	$ 10,845.79
Total Liabilities	$ 8,592,947.09
Equity	
30100 · Common Stock	$ 75.00
30200 · Additional Paid in Capital	$ 2,375,223.00
31400 · Distributions	$ (5,725,573.99)
32000 · Retained Earnings	$ 5,353,358.80
Net Income	$ 50,041,727.86
Total Equity	$ 52,044,810.67
TOTAL LIABILITIES & EQUITY	**$ 60,637,757.76**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: MURPHY PIPELINE CONTRACTORS LLC

Receipt #: 189-272548
Business Type: ALL OTHER TYPES CONTRACTOR (UNDERGROUND UTILITY AND EXCAVATION CONTRACTOR)

Owner Name: ANDREW JOHN MAYER/QUALIFER
Business Location: 5400 S UNIVERSITY DR STE 101/102 DAVIE
Business Phone: 954-842-4771

Business Opened: 10/13/2015
State/County/Cert/Reg: CUC1223787
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		12		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	5.40	0.00	5.40	0.00	0.00	64.80

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MURPHY PIPELINE CONTRACTORS LLC
5400 S UNIVERSITY DR STE
101/102
DAVIE, FL 33328-5300

Receipt #30A-21-00005954
Paid 04/26/2022 5.40

2021 - 2022

DocuSign Envelope ID: AF8A5657-FF4C-4C1E-9F27-580CA4CD372F

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

MAYER, ANDREW JOHN

MURPHY PIPELINE CONTRACTORS, LLC
12235 NEW BERLIN ROAD
JACKSONVILLE FL 32226

LICENSE NUMBER: CUC1223787

EXPIRATION DATE: AUGUST 31, 2022

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.

pompano beach®

Florida's Warmest Welcome

REQUEST FOR PROPOSALS
E-15-22

TRENCHLESS REHABILITATION
AND
PIPE-BURSTING TECHNOLOGY

MPC
MURPHY PIPELINE CONTRACTORS
An IPR Company

Submitted By

Richard Crow

Director of Engineering and Special Projects

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
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June 10, 2022

Jeff English
City of Pompano Beach Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060

RE: Request for Proposals E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Dear. Mr. English

Murphy Pipeline Contractors, LLC. (MPC) is pleased to submit our response to RFP No. E-15-22 for the Trenchless Rehabilitation and Pipe-Bursting Technology.

The MPC Team has an extensive amount of experience in Pipe Bursting, Slip-lining, Open-cut installation, community coordination, dewatering and MOT that not only exceeds the minimum requirements of this RFP but exceeds the needs of City of Pompano Beach and more importantly its citizens. The MPC Team has the widest array of trenchless utility construction technology experience available to meet the City's needs while still providing the least disruption to the residents and business owners within the project's boundaries.

The MPC Team, has worked on a wide variety of projects including thousands of linear feet of traditional open cut, pipe bursting, slip-lining and horizontal directional drill under the most difficult schedule constraints for multiple municipalities. Furthermore, the MPC Team has recently worked on 08 projects for the City of Pompano Beach. This experience has allowed the MPC Team to be fully aware of the City of Pompano Beach's requirements and expectations. We understand the importance of the City's projects and the various challenges that need to be addressed during construction.

MPC was established in Florida in 2000 as a trenchless utility contractor with the purpose of bringing the trenchless technologies of Europe to the United States. MPC is one of the leading trenchless installation contractors in the country that specializes in static pipe bursting, slip-lining and horizontal directional drilling for water main, sewer main, gravity sewer and force main, ranging from 2" through 63".

Over the last seven years, MPC has received numerous awards including:

- 2021 Trenchless Project of the Year Honorable Mention (City of Fort Lauderdale, Large Diameter HDPE Force Main)
- 2019 Trenchless Project of the Year Honorable Mention (Powell River, BC Canada Slip Lining Project)
- 2018 Trenchless Project of the Year Honorable Mention (Ft. Lauderdale Design Build using Compression Fit HDPE pipe lining and Directional Drill)
- 2017 PE Alliance Leadership Award (JEA, FL Swagelining Project)
- 2015 Trenchless Project of the Year (Arlington National Cemetery Water Pipe Bursting Project)

The MPC Team has the experience and exceptional understanding of the uniqueness of the City of Pompano Beach that will enable a safe and effective execution of these projects. Selecting the MPC Team will provide the City of Pompano Beach with a team that has unparalleled proven experience to successfully deliver these projects to the City and its residents.

We would like to thank you for the opportunity to submit qualifications and once again look forward to working with the City of Pompano Beach. If you have any questions, feel free to contact us at any time.

Respectfully submitted,



Murphy Pipeline Contractor
Richard Crow
Director of Engineering and Special Projects

CC:
Andy Mayer, President of Murphy Pipeline Contractors

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, E-15-22 Trenchless Rehabilitation and Pipe Bursting
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Richard Crow Title Director of Engineering and Special Projects

Company (Legal Registered) Murphy Pipeline Contractors, LLC.

Federal Tax Identification Number 59-3688714

Address 12235 New Berlin Road

City/State/Zip Jacksonville, Florida 32226

Telephone No. 954-254-7898 Fax No. N/A

Email Address rcrow@teamipr.com

MPC
MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Road, Jacksonville FL 32226
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com

Murphy Pipeline Contractors, LLC. Total Recordable Incident Rate.

The formula for TRIR is:

The number of incidents, multiplied by 200,000,
then divided by the total number of hours worked in a year.
The number 170,000 is used because it is the total number of hours 85 employees would work in a year (100 workers x 40 hours x 50 weeks).

MPC TRIR for the following years:

2015: 0 Incidences x 200,000 / 73,247.65 Hours = **0** TRIR for 2015.

2016: 0 Incidences x 200,000 / 74,048 Hours = **0** TRIR for 2016.

2017: 0 Incidences x 200,000 / 92,257.95 Hours = **0** TRIR for 2017.

2018: 0 Incidences x 200,000 / 117,405.50 = **0** TRIR for 2018.

2019: 0 Incidences x 200,000 / 190,000.00 Hours = **0** TRIR for 2019.

2020: 0 Incidences x 200,000 / 170,000.00 Hours = **0** TRIR for 2020.

Any questions please do not hesitate to ask/Contact me.

Taylor Morris.
Project Manager

DocuSign Envelope ID: AF8A5657-FF4C-4C1E-9F27-580CA4CD372F

Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 15

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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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.

Establishment information

Your establishment name: Murphy Pipeline Contractors, Inc.

Street: 1876 Everlee Rd

City: Jacksonville State: FL ZIP: 32216.

Industry description (e.g. Manufacture of motor truck trailers): Underground Utility Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715): 1623

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

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: 55

Total hours worked by all employees last year: 78,536.4

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: President Title

Phone: (904 7646867 Date: 3 29 15

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Murphy Pipeline Contractors

City Jacksonville State Florida

Identify the person			Describe the case			Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness: (M)					
								Remained at Work									
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses
N/A	N/A	N/A	/ month/day	N/A	N/A	☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	days	days	☐	☐	☐	☐	☐	☐
					Page totals							(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 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.

Page ___ of ___

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year 2016

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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 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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Establishment information

Your establishment name Murphy Pipeline Contractors, Inc.

Street 1876 Everlee Road

City Jacksonville FL. State Florida Zip 32216

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utility Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 6 2 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

Employment information

Annual average number of employees 59

Total hours worked by all employees last year 83938.5

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive — Secretary (Title)

904 764-6887 (Phone) — 2/25/2017 (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 instruction, 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

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OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name: Murphy Pipeline Contractors, Inc.

City: Jacksonville State: Florida

Identify the person				Describe the case		Classify the case												
						CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:						
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(M) Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses
								Job transfer or restriction	Other record-able cases									
						(G)	(H)	(I)	(J)	(K)	(L)	(1)	(2)	(3)	(4)	(5)	(6)
NA	NA	NA	NA	NA	NA													
					Page totals	0	0	0	0	0	0	0	0	0	0	0	0	

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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Injury (1) Skin Disorder (2) Respiratory Condition (3) Poisoning (4) Hearing Loss (5) All other illnesses (6)

Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 1 7

U.S. Department of L
Occupational Safety and Health Admini

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 12

Establishment name Murphy Pipeline Const

City Jacksonville State AL

Identify the person

(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)
N/A	N/A.	N/A.

Describe the case

(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)
N/A month/day	N/A	N/A.

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)
☐	☐	☐	☐

Enter the number of days the injured or ill worker was:

Away from work (K)	On job transfer or restriction (L)
____ days	____ days

Check the "Injury" col choose one type of illn

(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)
☐	☐	☐	☐	☐

Page totals ➤ ____ ____ ____ ____ ____ ____ ____ ____ ____ ____ ____

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

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Exhibit A - Solicitation and Contractor's Response

DocuSign Envelope ID: AF8A5657-FF4C-4C1E-9F27-580CA4CD372F

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 1 7

U.S. Department of
Occupational Safety and Health Admin

Form approved OMB no.

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."

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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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Murphy Pipeline Contractors, Inc.

Street: 1876 Evelace Rd

City: Jacksonville State: FL ZIP: 32216

Industry description (e.g., *Manufacture of motor truck trailers*): Underground utility construction

Standard Industrial Classification (SIC), if known (e.g., *3715*): 1623

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

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: 65

Total hours worked by all employees last year: 92,474.06

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Secretary

Phone: (904) 764-6887 Date: 5/15/18

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20__ __

U.S. Department of La
Occupational Safety and Health Administ

Form approved OMB no. 12

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.

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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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)
(1) Injuries	0
(2) Skin disorders	0
(3) Respiratory conditions	0
(4) Poisonings	0
(5) Hearing loss	0
(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name: Murphy Pipeline Contractors, Inc.

Street: 1876 Everlee Rd

City: Jacksonville State: FL ZIP: 32246

Industry description (*e.g., Manufacture of motor truck trailers*)
Underground Utility Contractor

Standard Industrial Classification (SIC), if known (*e.g., 3715*)
1623

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
237110

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: 65

Total hours worked by all employees last year: 92,474.06

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Heather Murphy — Secretary
Company executive — Title

(904) 764-6687 — 5/15/19
Phone — Date

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Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

U.S. Department of Lal
Occupational Safety and Health Administra

Form approved OMB no. 1218-

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name [illegible]
City Jacksonville State Florida

Identify the person			Describe the case			Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:)				Enter the number of days the injured or ill worker was:		Check the "Injury" colum choose one type of illnes				
								Remained at Work				(M)				
(A) Case no.	(B) Employee's name	(C) Job title (*e.g., Welder*)	(D) Date of injury or onset of illness	(E) Where the event occurred (*e.g., Loading dock north end*)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (*e.g., Second degree burns on right forearm from acetylene torch*)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other record-able cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)
N/A	N/A	N/A	N/A month/day	N/A	N/A.	☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐
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			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐
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Page totals ➤						___	___	___	___	___	___	___	___	___	___	___

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page ___ of ___

	Injury	Skin disorder	Respiratory condition	Poisoning	Hearing loss
	(1)	(2)	(3)	(4)	(5)

Public reporting burden for this collection of information is estimated to average 14 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.

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Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 20 19

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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)		
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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.

Establishment information

Your establishment name: Murphy Pipeline Contractors, Inc.

Street: 12235 New Berlin Rd

City: Jacksonville State: FL ZIP: 32226

Industry description (e.g., Manufacture of motor truck trailers): Underground Utility Contractors

Standard Industrial Classification (SIC), if known (e.g., 3715): 1623

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237110

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: 105

Total hours worked by all employees last year: 214,400

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: Secretary

Phone: 904 764 6887 Date: 2/18/20

OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hughes Pipeline Contractors
City Jacksonville State Florida

Identify the person			Describe the case			Classify the case: CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness: (M)					
								Remained at Work									
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
N/A	N/A	N/A	N/A month/day	N/A	N/A.	☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
			/ month/day			☐	☐	☐	☐	___ days	___ days	☐	☐	☐	☐	☐	☐
					Page totals	___	___	___	___	___	___	___	___	___	___	___	___
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 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.

Page 2 of 2

Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300 (Rev. 01/2004)
Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Murphy Pipeline Contractors LLC.

City: Jacksonville State: Florida

Identify the person		Describe the case			Classify the case											
					CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at work: Job transfer or restriction (I)	Remained at work: Other record-able cases (J)	Away From Work (days) (K)	On job transfer or restriction (days) (L)	(M) Injury (1)	Skin Disorder (2)	Respiratory Condition (3)	Poisoning (4)	Hearing Loss (5)	All other illnesses (6)
					Page totals	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Injury	Skin Disorder	Respiratory Condition	Poisoning	Hearing Loss	All other illnesses	
(1)	(2)	(3)	(4)	(5)	(6)	

c reporting burden for this collection of information is estimated to average 14 minutes per response, including time
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Exhibit A - Solicitation and Contractor's Response

OSHA's Form 300A (Rev. 01/2004)
Summary of Work-Related Injuries and Illnesses

Year _____

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 injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

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 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	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)		
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory condition	0	(6) All Other Illnesses	0

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 instruction, 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 aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Murphy Pipeline Contractors LLC

Street 12235 New Berlin Rd

City Jacksonville State Florida Zip 32226

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utility Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
_____

Employment information

Annual average number of employees 85

Total hours worked by all employees last year 176,800

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Project Manager
Title

904-764-6887
Phone

10/5/2021
Date

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RFP E-15-22				
Trenchless Technology Rehabilitation and Pipe-Bursting Technology				
Vendor:				
		QTY	**Unit**	**Unit Price**
The following items apply as applicable to sections B thru O and as needed in section A items 1-7:				
1	Mobilization	1	Day	$216.20
	Pre-Construction Video	1	LF	$4.32
	a) Survey/As-builts	1	LF	$1.78
2	Erosion Control	1	LF	$5.41
3	MOT			
	a) Signage	1	Day	$270.25
	b) Flagmen	1	HR	$48.65
4	Excavation/Backfill			
	a) 0-4 feet deep	1	Cuft	$2.16
	b) 4-6 feet deep	1	Cuft	$3.24
	c) 6-10 feet deep	1	Cuft	$4.32
	d) Dewatering to include wellpoint system or drawdown pump per pit	1	Day	$167.56
5	Trench Shoring			
	a) 4-6 feet deep	1	F Trench	$27.03
	b) 6-10 feet deep	1	LF Trench	$37.84
6	Surface Restoration			
	a) Sod	1	SF	$2.16
	b) 4-inch concrete	1	SF	$9.19
	c) 6-inch concrete	1	SF	$11.35
	d) 2-inch asphalt	1	SF	$5.41
	e) 3-inch asphalt	1	SF	$7.57
	f) Curb	1	LF	$37.84
7	Material extras			
	a) Lime Rock	1	SY	$54.05
	b) 57/Washed Stone	1	SY	$54.05
	c) Imported Sand	1	SY	$43.24
	d) Gravel	1	SY	$48.65
	e) Geo Grid	1	SY	$8.38
B) Pipe Bursting with HDPE for Gravity Sewer Lines				
	HDPE DR 17			
8	6-inch diameter	1	LF	$37.84
9	8-inch diameter	1	LF	$43.24
10	10-inch diameter	1	LF	$48.65
11	12-inch diameter	1	LF	$54.05
12	14-inch diameter	1	LF	$77.83
13	16-inch diameter	1	LF	$99.45
14	18-inch diameter	1	LF	$123.23
15	20-inch diameter	1	LF	$148.10
	Manhole Connections			
16	6-inch	1	EA	$162.15
		QTY	**Unit**	**Unit Price**
17	8-inch	1	EA	$216.20
18	10-inch	1	EA	$270.25
19	12-inch	1	EA	$324.30
20	14-inch	1	EA	$378.35
21	16-inch	1	EA	$432.40
22	18-inch	1	EA	$486.45
23	20-inch	1	EA	$540.50
	Sewer Later Connections			
24	4-inch connection			
	a) 0-4 feet deep	1	EA	$1026.95
	b) 4-6 feet deep	1	EA	$1,621.50
	c) 6-10 feet deep	1	EA	$2,702.50
25	6-inch connection			
	a) 0-4 feet deep	1	EA	$1,297.20
	b) 4-6 feet deep	1	EA	$2,053.90
	c) 6-10 feet deep	1	EA	$3,134.90
	Clean-out Installation			
26	4-inch	1	EA	$405.38
27	6-inch	1	EA	$513.48
	Sewer Lateral Pipe Bursting			
28	4-inch	1	LF	$33.51
29	6-inch	1	LF	$37.84
C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure				

	HDPE DR 11			
30	3-inch diameter	1	LF	$29.19
31	4-inch diameter	1	LF	$33.51
32	6-inch diameter	1	LF	$43.24
33	8-inch diameter	1	LF	$48.65
34	10-inch diameter	1	LF	$54.05
35	12-inch diameter	1	LF	$59.46
36	14-inch diameter	1	LF	$101.61
37	16-inch diameter	1	LF	$129.72
38	18-inch diameter	1	LF	$145.94
39	20-inch diameter	1	LF	$183.77
40	24-inch diameter	1	LF	$237.82
	Note: Installation with HDPE, Fusible PVC/Ductile Iron available at market price			
	Fittings			
	a) Bends and sleeves, DI			
41	6-inch	1	EA	$405.38
42	8-inch	1	EA	$459.43
43	10-inch	1	EA	$540.50
44	12-inch	1	EA	$864.80
45	14-inch	1	EA	$1,297.20
46	16-inch	1	EA	$1,594.48
47	18-inch	1	EA	$1,891.75
48	20-inch	1	EA	$247.25
49	24-inch	1	EA	$3,243.00
	b) Tees, DI			
50	6x6x4	1	EA	$459.43
51	6x6x6	1	EA	$513.48
52	8x8x4	1	EA	$621.58
53	8x8x6	1	EA	$648.60
54	8x8x8	1	EA	$756.70
55	10x10x4	1	EA	$675.63
56	10x10x6	1	EA	$810.75
57	10x10x8	1	EA	$891.83
58	10x10x10	1	EA	$972.90
59	12x12x6	1	EA	$1,189.10
60	12x12x8	1	EA	$1,243.15
61	12x12x10	1	EA	$1,297.20
66	12x12x12	1	EA	$1,378.28
67	14x14x14	1	EA	$1,729.60
68	16x4 tee	1	EA	$2,972.75
69	16x6x6cross	1	EA	$4,053.75
70	16x6 tee	1	EA	$3,188.95
71	16x6 tee blowoff	1	EA	$3,783.50
72	16x8x8 cross	1	EA	$4,269.95
73	16x20 reducer	1	EA	$1,351.25
74	18x18x18	1	EA	$2,378.20
75	20 tee	1	EA	$4,594.25
76	20 cross	1	EA	$5,405.00
77	24 tee	1	EA	$5,675.25
78	24 cross	1	EA	$6,486.00
	a) Fittings available per Pound	1	LB	$5.03
	Gate Valves			
79	4-inch	1	EA	$748.00
80	6-inch	1	EA	$1490.00
81	8-inch	1	EA	$2,100.00
		QTY	**Unit**	**Unit Price**
82	10-inch	1	EA	$2,450.00
83	12-inch	1	EA	$3,175.00
84	14-inch	1	EA	$5,945.50
85	16-inch	1	EA	$7,250.00
86	18-inch	1	EA	$11,000.00
87	20-inch	1	EA	$15,750.00
88	24-inch	1	EA	$22,750.00
89	Remove valve only	1	EA	$270.25
90	Install new valve vault	1	EA	$6,486.00
91	Fire Hydrants	1	EA	$4,750.00
	Connection at Services			
	a) Up to 1" service, short side up to 5-feet			
92	4-inch main	1	EA	$432.40
93	6-inch main	1	EA	$486.45
94	8-inch main	1	EA	$513.48
95	10-inch main	1	EA	$540.50
96	12-inch main	1	EA	$594.55
97	16-inch main	1	EA	$756.70

98	18-inch main	1	EA	$918.85
99	20-inch main	1	EA	$1,189.10
100	24-inch main	1	EA	$1,513.40
	b) Up to 2" service, short side up to 5-feet			
101	4-inch main	1	EA	$648.60
102	6-inch main	1	EA	$702.65
103	8-inch main	1	EA	$729.68
104	10-inch main	1	EA	$756.70
105	12-inch main	1	EA	$810.75
106	16-inch main	1	EA	$972.90
107	18-inch main	1	EA	$1,189.10
108	20-inch main	1	EA	$1,459.35
109	24-inch main	1	EA	$1,675.55
	c) Up to 1" service, long side up to 25-feet			
110	4-inch main	1	EA	$837.78
111	6-inch main	1	EA	$918.85
112	8-inch main	1	EA	$945.88
113	10-inch main	1	EA	$972.90
114	12-inch main	1	EA	$1026.95
115	16-inch main	1	EA	$1,189.10
116	18-inch main	1	EA	$1,351.25
117	20-inch main	1	EA	$1,783.65
118	24-inch main	1	EA	$1,945.80
	d) Up to 2" service, long side up to 25-feet			
119	4-inch main	1	EA	$1,081.00
112	6-inch main	1	EA	$1,135.05
113	8-inch main	1	EA	$1,162.08
114	10-inch main	1	EA	$1,189.10
115	12-inch main	1	EA	$1,243.15
116	16-inch main	1	EA	$1,567.45
117	18-inch main	1	EA	$1,783.65
118	20-inch main	1	EA	$2,107.95
119	24-inch main	1	EA	$2,378.20
	e) Additional service length			
120	Over 30-feet x 1"	1	LF	$12.97
121	Over 30-feet x 2"	1	LF	$16.22
	Note: Service pipe HDPE, Copper available at market price			
	Line Stops			
122	4-inch	1	EA	$3,783.50
123	6-inch	1	EA	$4,864.50
124	8-inch	1	EA	$5,405.00
125	10-inch	1	EA	$5,405.00
126	12-inch	1	EA	$7,567.00
127	16-inch	1	EA	$16,215.00
128	18-inch	1	EA	$19,458.00
129	20-inch	1	EA	$20,539.00
120	24-inch	1	EA	$22,701.00
	Bypass for water main pipe bursting or CIPP lining			
121	2-inch temporary	1	LF	$24.86
122	4-inch temporary	1	LF	$28.11
123	6-inch temporary	1	LF	$33.51
	Temporary service connections for water main bypass			
124	2-inch short side	1	EA	$297.28
125	2-inch long side	1	EA	$405.38
126	4-inch short side	1	EA	$324.30
127	4-inch long side	1	EA	$432.40
128	6-inch short side	1	EA	$351.33
129	6-inch long side	1	EA	$459.43
D) Polyethylene (PE) Sewer Pipe Sliplining				
	PE Pipe DR 22.5			
130	4-inch	1	LF	$27.03
131	6-inch	1	LF	$32.43
132	8-inch	1	LF	$37.84
133	10-inch	1	LF	$43.24
134	12-inch	1	LF	$48.65
135	Annular Space - Grouting	1	CY	$324.30
		QTY	**Unit**	**Unit Price**
E) Procedures for Rehabilitation of Existing Pipelines				
	Pipe String Fusion			
136	4-inch	1	LF	$32.43
137	6-inch	1	LF	$37.84
138	8-inch	1	LF	$43.24
139	10-inch	1	LF	$48.65
140	12-inch	1	LF	$54.05

	Pressure Testing			
141	4-12 inch	1	LF	$2.16
142	Charge Water	1	K-Gals	$1.08
	Chlorination			
143	4-inch	1	LF	$1.08
144	6-inch	1	LF	$1.62
145	8-inch	1	LF	$2.16
146	10-inch	1	LF	$2.70
147	12-inch	1	LF	$3.24
148	BT Test	1	EA	$270.25
	Flushing			
149	4-12 inch	1	LF	$0.54
150	Charge Water	1	K-Gals	$0.54
	Dechlorination			
151	4-12 inch	1	K-Gals	$1.08
		QTY	**Unit**	**Unit Price**
F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits				
	Compression Fit HDPE Pipe Lining			
	a) Camera			
152	0-10 inch	1	LF	$1.08
153	10-24 inch	1	LF	$1.62
154	25-36 inch	1	LF	$2.16
155	37-48 inch	1	LF	$2.70
156	Over 48 inch	1	LF	$3.24
	b) Clean			
157	0-10 inch	1	LF	$2.70
158	10-24 inch	1	LF	$3.24
159	25-36 inch	1	LF	$3.78
160	37-48 inch	1	LF	$4.32
161	Over 48 inch	1	LF	$4.86
	c) Pigging	See item **G) Pig Cleaning**		
	d) Gauging			
162	0-10 inch	1	LF	$5.41
163	10-24 inch	1	LF	$8.65
164	25-36 inch	1	LF	$11.89
165	37-48 inch	1	LF	$15.13
166	Over 48 inch	1	Per-inch	$1.08
167	e) Obstruction Removal	1	EA	$648.60
	f) Pipe Liner Insertion			
	1) PE 4710 DR 41			
168	4-inch	1	LF	$10.81
169	6-inch	1	LF	$21.62
170	8-inch	1	LF	$27.03
171	10-inch	1	LF	$37.84
172	12-inch	1	LF	$54.05
173	16-inch	1	LF	$81.08
174	18-inch	1	LF	$102.70
175	20-inch	1	LF	$140.53
176	24-inch	1	LF	$194.58
177	30-inch	1	LF	$259.44
178	36-inch	1	LF	$302.68
179	42-inch	1	LF	$367.54
180	48-inch	1	LF	$432.40
181	54-inch	1	LF	$513.48
	2) PE 4710 DR 32.5			
182	4-inch	1	LF	$21.62
183	6-inch	1	LF	$27.03
184	8-inch	1	LF	$32.43
185	10-inch	1	LF	$43.24
186	12-inch	1	LF	$59.46
187	16-inch	1	LF	$86.48
188	18-inch	1	LF	$113.51
189	20-inch	1	LF	$162.15
190	24-inch	1	LF	$216.20
191	30-inch	1	LF	$281.06
192	36-inch	1	LF	$324.30
193	42-inch	1	LF	$389.16

194	48-inch	1	LF	$454.02
195	54-inch	1	LF	$513.48
	3) PE 4710 DR 26			
		QTY	**Unit**	**Unit Price**
196	4-inch	1	LF	$27.03
197	6-inch	1	LF	$32.43
198	8-inch	1	LF	$37.84
199	10-inch	1	LF	$48.65
200	12-inch	1	LF	$64.86
201	16-inch	1	LF	$97.29
202	18-inch	1	LF	$129.72
203	20-inch	1	LF	$189.18
204	24-inch	1	LF	$237.82
205	30-inch	1	LF	$302.68
206	36-inch	1	LF	$324.30
207	42-inch	1	LF	$410.78
208	48-inch	1	LF	$475.64
209	54-inch	1	LF	$545.91
	4) PE 4710 DR 21			
210	4-inch	1	LF	$32.43
211	6-inch	1	LF	$37.84
212	8-inch	1	LF	$43.24
213	10-inch	1	LF	$54.05
214	12-inch	1	LF	$70.27
215	16-inch	1	LF	$108.10
216	18-inch	1	LF	$140.53
217	20-inch	1	LF	$205.39
218	24-inch	1	LF	$259.44
219	30-inch	1	LF	$335.11
220	36-inch	1	LF	$356.73
221	42-inch	1	LF	$432.40
222	48-inch	1	LF	$497.26
223	54-inch	1	LF	$578.34
	5) PE 4710 DR 17			
224	4-inch	1	LF	$37.84
225	6-inch	1	LF	$43.24
226	8-inch	1	LF	$48.65
227	10-inch	1	LF	$59.46
228	12-inch	1	LF	$75.67
229	16-inch	1	LF	$118.91
230	18-inch	1	LF	$151.34
231	20-inch	1	LF	$221.61
232	24-inch	1	LF	$281.06
233	30-inch	1	LF	$367.54
234	36-inch	1	LF	$389.16
235	42-inch	1	LF	$464.83
236	48-inch	1	LF	$524.29
237	54-inch	1	LF	$599.96
G) Pig Cleaning				
	Foam Pig			
238	0-12 inch	1	LF	$0.54
239	13-24 inch	1	LF	$1.62
240	25-36 inch	1	LF	$2.70
241	37-48 inch	1	LF	$3.78
242	Over 48 inch	1	LF	$5.41
	Wire Bullet Pig			
243	0-12 inch	1	LF	$3.24
244	13-24 inch	1	LF	$4.32
245	25-36 inch	1	LF	$6.49
245	37-48 inch	1	LF	$9.73
247	Over 48 inch	1	LF	$12.97
	Blade Scraper Pig			
248	0-12 inch	1	LF	$0.54
249	13-24 inch	1	LF	$1.62
250	25-36 inch	1	LF	$2.70
251	37-48 inch	1	LF	$3.78
252	Over 48 inch	1	LF	$5.41
H) Time and Material Unit Rates for Change Orders				
	Materials, Subcontractors and Rentals			

253	Markup = 15%			
254	Sales Taxes = Per Jurisdiction			
	Labor			
255	Executive Supervisor	1	HR	$91.89
	a) Project Management	1	HR	$81.08
256	Superintendent	1	HR	$48.65
		QTY	**Unit**	**Unit Price**
257	Administrator	1	HR	$27.03
258	Crew Chief	1	HR	$43.24
259	Equipment Operator	1	HR	$37.84
260	Pipelayer - Skilled	1	HR	$32.43
261	Pipelayer - Helper	1	HR	$30.27
262	Laborer - Unskilled	1	HR	$27.03
I) Directional Drilling & Pipe Installation				
263	2-inch	1	LF	$20.54
264	4-inch	1	LF	$28.11
265	6-inch	1	LF	$37.84
266	8-inch	1	LF	$43.24
267	10-inch	1	LF	$59.46
268	12-inch	1	LF	$77.83
269	14-inch	1	LF	$96.21
270	16-inch	1	LF	$108.10
280	18-inch	1	LF	$124.32
281	20-inch	1	LF	$194.58
282	24-inch	1	LF	$259.44
J) Gravity Sewer CIPP Lateral Renewal Systems				
283	4 inch lateral up to 25 lf	1	EA	$1,621.50
284	6 inch lateral up to 25 lf	1	EA	$1,891.75
285	4 inch tophat installation	1	EA	$756.70
286	6 inch tophat installation	1	EA	$972.90
K) Manhole Rehabilitation				
287	4 foot diameter	1	VF	$270.25
288	6 foot diameter	1	VF	$281.06
289	Lift station rehabilitation	1	SF	$19.46
290	Existing coating removal	1	SF	$5.41
291	Adjust existing manhole cover and ring (grass)	1	EA	$432.40
292	Adjust existing manhole cover and ring (Asphalt)	1	EA	$648.60
293	Install new manhole ring and cover (grass)	1	EA	$756.70
294	Install new manhole ring and cover (Asphalt)	1	EA	$1,189.10
295	Furnish and install manhole chimney seal	1	EA	$540.50
296	Re-construct manhole bench and channel flow	1	EA	$540.50
L) Slip-lining down to DR 11				
297	4-inch	1	EA	$32.43
298	6-inch	1	EA	$37.84
299	8-inch	1	EA	$43.24
300	10-inch	1	EA	$54.05
301	12-inch	1	EA	$75.67
302	16-inch	1	EA	$108.10
303	18-inch	1	EA	$124.32
304	24-inch	1	EA	$259.44
305	30-inch	1	EA	$345.92
306	36-inch	1	EA	$410.78
307	42-inch	1	EA	$454.02
308	48-inch	1	EA	$518.88
309	54-inch	1	EA	$691.84
310	63-inch	1	EA	$810.75
M) Large Diameter HDPE				
	Pipe String Fusion			
311	14-inch	1	LF	$59.46
312	16-inch	1	LF	$70.27
313	18-inch	1	LF	$81.08
314	20-inch	1	LF	$91.89
315	24-inch	1	LF	$113.51
316	30-inch	1	LF	$145.94
317	36-inch	1	LF	$183.77
318	48-inch	1	LF	$237.82
	Pressure Testing			
319	14-48 inch	1	LF	$4.32
320	Charge Water	1	K-Gals	$1.08

N) Pipe Bursting for Force Main Replacement Procedure				
	HDPE DR 11			
321	3-inch diameter	1	LF	$51.89
322	4-inch diameter	1	LF	$61.62
323	6-inch diameter	1	LF	$79.99
324	8-inch diameter	1	LF	$103.78
325	10-inch diameter	1	LF	$116.75
326	12-inch diameter	1	LF	$145.94
327	14-inch diameter	1	LF	$162.15
328	16-inch diameter	1	LF	$199.99
329	18-inch diameter	1	LF	$227.01
330	20-inch diameter	1	LF	$264.85
331	24-inch diameter	1	LF	$297.28
332	30-inch diameter	1	LF	$378.35
333	36-inch diameter	1	LF	$416.19
334	42-inch diameter	1	LF	$459.43
335	48-inch diameter	1	LF	$540.50
336	54-inch diameter	1	LF	$648.60
	Plug Valves			
337	4-inch	1	EA	$1,148.02
338	6-inch	1	EA	$1,837.70
339	8-inch	1	EA	$2,413.87
340	10-inch	1	EA	$3,312.18
341	12-inch	1	EA	$3,829.98
342	16-inch	1	EA	$5,516.34
343	18-inch	1	EA	$9,238.23
344	20-inch	1	EA	$14,471.35
345	24-inch	1	EA	$19,715.28
346	30-inch	1	EA	$34,002.86
347	36-inch	1	EA	$48,703.37
348	42-inch	1	EA	$59,199.88
349	48-inch	1	EA	$66,939.84
350	54-inch	1	EA	$75,468.93
	ARV Vacuum/Air/With structure			
351	2-inch	1	EA	$4,942.33
352	4-inch	1	EA	$12,477.98
353	6-inch	1	EA	$15,806.38
	Blow Off/With box			
354	2-inch	1	EA	$2,750.06
355	4-inch	1	EA	$4,971.52
356	6-inch	1	EA	$8,448.02
357	Tracer Wire	1	LF	$1.76
O) Modular Pipe Bursting				
358	Manhole set up fee	1	EA	$26,754.75
359	8-inch	1	LF	$168.64
360	10-inch	1	LF	$183.77
361	12-inch	1	LF	$201.07
362	14-Inch	1	LF	$217.28
363	16-inch	1	LF	$244.31
364	18-inch	1	LF	$289.71
P) Extended Warranty				
365	Past 1 year, extended warranty offered at 1.93% of contract value per year			

PROPOSAL BOND

STATE OF FLORIDA)
ss
)

KNOW ALL MEN BY THESE PRESENTS, that we , Murphy Pipeline Contractors, LLC

as principal, and

Everest Reinsurance Company

hereinafter called Surety, are held and firmly bound unto The City of Pompano Beach, Pompano Beach, Florida, a political subdivision of the State of Florida, and represented by its City Commission hereinafter called OWNER, in the sum of Five Percent of Amount Bid Dollars ($ 5%) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigned, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Proposal to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

(RFP Name) E-15-22; Trenchless Rehabilitation and Pipe-Bursting Technology

WHEREAS, it was a condition precedent to the submission of said proposal that a cashier's check or proposal bond in the amount of 5 percent of the base proposal be submitted with said proposal as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that is the Principal within 10 consecutive calendar days after written notice of such award being given to Principal, enters into the contract to such award and gives a Performance and Payment Bond, each in an amount equal to 100 percent of the base proposal, satisfactory to the OWNER, then this obligation shall be void; in the event of the failure of Principal to enter into such contract and bond, the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay the sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, the said Murphy Pipeline Contractors, LLC, as Principal herein, has caused these presents to be signed in the name by its Assistant Secretary and attested by its General Manager under its corporate seal, and the said Everest Reinsurance Company as Surety herein, has caused these presents to be signed in its name by its Attorney-in-Fact under its corporate seal, this 8th day of June A.D. 2022 (year)

Signed, sealed and delivered in the presence of:

Ed Steele.
As to Principal

S. T. Lyons
Sean T. Lyons, Witness

Murphy Pipeline Contractors, LLC
Principal -
By: Andrew Mayer

Everest Reinsurance Company
Surety
By: Victoria P. Parkerson
Victoria P. Parkerson Attorney-in-Fact
(Power-of-Attorney to be attached)
By: Jessica L. Piccirillo
Non- Resident Agent
Jessica L. Piccirillo

END OF SECTION

E-15-22

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Russell M. Canterbury, Jessica L. Piccirillo, Steven E. Susanin, Woodrow M. Baird, Diane Moraski, Victoria P. Parkerson, Adam Martin, Kathleen M. Flanagan, Richard A. Leveroni

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 the 28th day of July 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano 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 and Anthony Romano 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 has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.

Everest Reinsurance Company

Attest: Nicole Chase, Assistant Secretary

By: Anthony Romano, Vice President

On this 28th day of July 2016, 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, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 8th day of June 2022.

ES 00 01 04 16

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Exhibit B
General Conditions

ARTICLE 1. DEFINITIONS.

1.01 **The Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Plans, Specifications, and all modifications issued after execution of the Contract and all documents as defined in Article 9., "CONTRACT DOCUMENTS", of the Construction Agreement.

1.02 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.

1.02.01 **Owner**: The City of Pompano Beach, Florida, (also referred to as the "City").

1.02.02 **Contractor**: The "party of the second part" to the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents.

1.02.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents.

1.03 **City Engineer:** City Engineer of the City of Pompano Beach, Florida.

1.04 **Final Completion**: Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.

1.06 **Inspector:** An employee(s) of The City of Pompano Beach, Florida, referred to hereinafter as the "**Inspector,**" who(m) is/are assigned by the City Engineer to periodically inspect the Project during the construction process, and who assist(s) the City Engineer in reviewing field performance and its compliance with the Contract Documents.

1.06.01 **Resident Inspector:** An employee or subconsultant of the **Project Consultant** employed to perform either periodic or full-time specific inspection duties.

1.07 **Other Contractors**: Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion of the Work covered by the Contract.

1.08 **Owner's Representative**: The City Official who has been delegated responsibility by the City Manager to act as the City's project coordinator. (In most cases, the City Engineer shall be assigned this duty.)

1.09 **Phase**: A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors.

1.10 **The Project**: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

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1.11 **Punch List**: A list of items of work required to render complete, satisfactory, and acceptable the construction services provided for in the Contract Documents and created pursuant to Florida Statute 218.735(7)(a).

1.12 **Subcontractor**: A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.13 **Sub-subcontractor**: A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.

1.14 **Submittals**: Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications, periodic and final "as-builts", surveys, videos and other types of information described in the specifications.

1.15 **Substantial Completion**: The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.

1.16 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.

1.17 **Superintendent**: The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.

1.18 **Work**: The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.19 **Written Notice**: Shall be deemed to have been duly served if 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, if delivered at or sent by certified mail or other traceable delivery service to the last business address known to him who gives notice. Trackable electronic transmissions shall also be considered as written notice.

ARTICLE 2. THE WORK.

2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

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2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.

2.03 The Contractor represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;

2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract, and is legally permitted to perform all the work set forth in this Construction Contract.

2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines, as well as site ingress and egress. The Contractor acknowledges receipt and has reviewed the site geotechnical report provided for the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 All construction materials, labor, methods, means, techniques, sequences and procedures required to carry out the Work, all safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

3.01.04 The Contract Time is adequate for the performance of the Work.

3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.

3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

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ARTICLE 4. INTENT AND INTERPRETATION.

4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

4.01.02 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

4.01.03 The intent of the Contract Documents is to include all labor, materials, equipment services and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.

4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.

4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT

5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.

5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.

5.03 The Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

6.01 Water For Execution of the Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

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6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

6.03 Temporary Sanitary Facilities And Sewers:

6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance will be permitted.

6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required in Article 10 below, as a condition precedent to payment(s).

7.01.01 Such schedule shall be in a form acceptable to the Owner.

7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.

7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.

7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.

7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.

7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

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7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.

7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or

7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING

8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.

8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expediting purposes.

8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.

8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

ARTICLE 9. COMPLETION

9.01 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Project Consultant a comprehensive Punch List of items to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.01.01 For a Project with an estimated cost of less than $10 million, the Punch List shall be completed within thirty (30) calendar days after Substantial Completion of the Project, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.01.02 For a Project with an estimated cost of $10 million or more, the Punch List shall be completed within thirty (30) calendar days, unless otherwise extended elsewhere in the Contract Documents, but not to exceed sixty (60) calendar days, after reaching Substantial Completion, as same is defined in the Contract Documents. If Substantial Completion is not defined in the Contract Documents, the list shall be completed upon reaching beneficial occupancy or use.

9.02 For a Project involving the construction of more than one building or structure, or involving a multiphased project, a Punch List shall be created for each building, structure, or phase of the Project pursuant to the limitations provided for above in 9.01.01 and 9.01.02, as applicable.

9.03 The failure to include any corrective work or pending items not yet completed on the List does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the contract. All items that require correction under the Contract Documents and that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as defined by the Contract Documents.

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9.04 Upon completion of all of the items on the Punch List, the Contractor may submit a payment request for all remaining retainage withheld by the local governmental entity pursuant to this section. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract Documents, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete the outstanding item.

9.05 In the event that the Contractor fails, in whole or in part, to comply with the obligations and responsibilities required hereunder in paragraph 9.01, the Owner need not pay or process any payment request for remaining retainage.

ARTICLE 10. CONTRACT PAYMENTS

10.01 Schedule of Values:

10.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.

10.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.

10.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.

10.01.04 The Contractor shall not imbalance its Schedule of Values nor artificially inflate or exaggerate any element thereof. Contractor's failure to comply with this provision shall be grounds for Owner to terminate Contractor, as provided for elsewhere herein.

10.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures provided herein.

10.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment to the Owner for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner and as provided for in the Contract Documents. The Contractor shall also deliver a copy of the Application for Payment to the Project Consultant.

10.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both.

10.02.03 The Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.

10.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.

10.02.05 Upon receipt of the Application for Payment, the Project Consultant shall:

a. Within ten (10) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.

b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

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10.02.06 The Owner shall make payment to the Contractor within fifteen (15) days following the Project Consultant's written approval of the Application for Payment but in no event later than twenty-five (25) days after the invoice was received by the Owner.

10.02.07 The Owner may reject the Application for Payment within twenty (20) business days after the date on which the Application for Payment is stamped as received. The rejection shall be in writing and shall specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.

10.02.08 If the Owner disputes a portion of an Application for Payment, the undisputed portion must be timely paid.

10.02.09 The Contractor may submit a corrected Application for Payment which corrects the deficiency or deficiencies specified in writing by the Owner. The Owner shall either pay or reject the corrected Application for Payment within ten (10) business days after receipt of same.

10.02.10 If a dispute regarding the Application for Payment cannot be resolved pursuant to the process outlined herein, it must be resolved in accordance with the dispute resolution procedures outlined in Article 45.

10.02.11 The amount of each monthly payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices. In the event of a dispute with regard to a portion of the Application for Payment, the Owner shall pay the undisputed portion pursuant to the timeline established in this Section.

10.02.12 The Project Consultant's approval of the Contractor's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

10.02.13 The submission by the Contractor of an Application for Payment also constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

10.02.14 As a condition precedent to payment, the Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims of any nature relating to the Project.

10.02.15 Furthermore, the Contractor warrants and represent that, upon payment of the Application for Payment submitted, title to all work included in such payment shall be vested in the Owner.

10.02.16 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.

10.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.

10.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

ARTICLE 11. WITHHOLDING PAYMENT TO CONTRACTOR

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11.01 The Owner may withhold as retainage five (5) percent of the payment owed to the Contractor until completion of the Project.

11.02 If the City pays the retainage amount upon the Contractor's request which is attributable to the labor, services, or materials supplied by one or more contractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors or suppliers.

11.03 Regardless of the provisions in this Article, in no event shall the Owner be required to pay or release any amounts that are the subject of a good faith dispute, a claim brought pursuant to Fla. Stat. § 255.05, or otherwise the subject of a claim or demand by the Owner.

11.04 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:

11.04.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;

11.04.02 Liquidated Damages as set forth in this Contract;

11.04.03 Defective Work unremedied;

11.04.04 Punch-List items unremedied;

11.04.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;

11.04.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;

11.04.07 Failure to comply with any and all insurance requirements;

11.04.08 Failure of the Contractor to make payment properly to Subcontractors or others;

11.04.09 Damage to the Owner or another contractor;

11.04.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;

11.04.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;

11.04.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

ARTICLE 12. CONTRACTOR'S RIGHT UPON NONPAYMENT.

12.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

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ARTICLE 13. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.

13.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

13.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

ARTICLE 14. LICENSES AND PERMITS.

14.01 All licenses and permits necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor, unless expressly provided for elsewhere in the Contract Documents.

14.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 15. CEASE AND DESIST ORDER.

15.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

15.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.

15.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

ARTICLE 16. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.

16.01 The Contractor shall perform the Work in accordance with the Contract Documents.

16.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

16.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.

16.04 Unless expressly provided for elsewhere in the Contract Documents, the Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.

16.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.

16.06 Record Keeping on Site:

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16.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.

16.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.

16.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.

16.07 Shop Drawings And Other Submittals:

16.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.

16.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.

16.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

16.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.

16.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.

16.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

16.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.

16.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.

16.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.

16.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 17. SUBCONTRACTS.

17.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

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17.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:

17.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.

17.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.

17.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.

17.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.

17.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.

17.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the terms of the Contract Documents. The Contractor shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

17.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.

17.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.

17.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

18.02 The Superintendent shall be present (or be temporarily represented by a person familiar with the project work activities and schedule) at the site of the Work at all times when the Work is actually in progress.

18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.

18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; heavy equipment in use; activities in progress;

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and inspections at site. Copies of the daily entries shall be provided to the Owner once per month, or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.

19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.

20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.

20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event that during the course of the Work Contractor encounters an underground utility facility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within forty-eight (48) hours of their discovery, notify Owner and Project Consultant in writing of the existence of the aforesaid conditions. Project Consultant and Owner shall, within two (2) business days after receipt of Contractor’s written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor’s cost of, or the time required for, the performance of any part of the Work, whether or not changed as a result of the conditions, Project Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Owner and Contractor cannot agree on an adjustment in the Contract price or the Contract time, the adjustment shall be referred to Project Consultant for determination. Should Project Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Project Consultant shall so notify Owner and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given

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written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Project Consultant as the date of substantial completion.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.

21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.

21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Contractor shall comply with all applicable laws and regulations.

21.02.01 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.

21.02.02 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

21.02.03 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.

22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.

22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.

23.01 The Project Consultant will provide Administration of the Contract.

23.01.01 For those projects for which the City Engineer serves as the Project Consultant, all references to the Project Consultant shall be considered to be the City Engineer.

23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.

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23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.

23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.

23.06 The Project Consultant will review and certify the Contractor’s Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.

23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.

23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.

23.09 Notwithstanding anything to the Contrary in these General Conditions or any other “Contract Document” as that term is defined in the Professional Services Agreement between the City of Pompano Beach, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

23.10 The Project Consultant will utilize the Contractor Performance Report to monitor and record the Contractor’s performance for the work specified by the contract. The Contractor Performance Report has been included as an exhibit to the contract.

ARTICLE 24. MATERIALS.

24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.

24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.

24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.

24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.

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24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

25.02.02 Evidence that proper storage security is provided.

25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

25.02.04 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's alleged negligence, regardless of whether the Owner has paid for said Stored Materials.

25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.

25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.

25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

25.06 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the

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Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment..

ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

26.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board.

26.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.

26.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.

26.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.

26.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.

26.03 If any material, equipment or workmanship is determined by Owner, City Engineer, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner, City Engineer, Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work.

26.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

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ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

27.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.

27.03 Contractor's warranty with respect to latent defects shall be in accordance with Chapter 95, Florida Statutes, and other applicable provisions of State law.

27.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

28.01 The Contractor shall provide, at Contractor's expense, for the duration of the Work, a suitable lockable office for any Owner designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."

29.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.

29.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.

29.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

ARTICLE 30. SALVAGE.

30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.

30.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

ARTICLE 31. CLAIMS BY THE CONTRACTOR.

31.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 6 of the Agreement between Owner and Contractor, in the event the Contractor is entitled to assert any other claim against Owner for any reason, claims by the Contractor against the Owner (except for claims asserted under Article 20 which are treated as set forth therein), are subject to the following terms and conditions:

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31.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner, c/o the City Engineer, and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

31.01.02 The Contractor shall continue diligently with its performance hereunder regardless of the existence of any claims submitted by the Contractor;

31.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 31.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

31.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

ARTICLE 32. CHANGE ORDERS.

32.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant’s Supplementary Instructions, and Construction Change Directives.

32.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

32.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

32.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 32.02.08 below, and (b) the execution of the Change Order; or,

b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 32.02.08 below) by determining the “total actual costs” (in accordance with Article 32.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

32.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the

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time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

32.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto, and that the penal sums of the performance and payment bonds furnished by Contractor and Surety are adjusted coextensively with the amount of the Change Order.

32.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

32.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

32.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 32.02.09 below) saved as confirmed by the Project Consultant. The amount shall not include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change.

32.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined under one or more of the following procedures before a written Change Order is issued.

a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.

b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.

c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 32.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 34.08.09(a) below) and labor costs (as defined under Article 34.08.09(b) below), and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

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JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 32.08.09(a) below and labor costs (as defined under Article 32.08.09(b) below) and rentals (as defined under Article 32.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (l%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

32.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.

b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.

c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

32.02.10 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Owner, City Engineer or Project Consultant will issue a Construction Change Directive to Contractor providing for the scope of work to be performed and the payment therefore based on 32.02.09 above. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.

32.02.11 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation specified elsewhere in the Contract Documents, including a Construction Change Directive.

32.03 The Project Consultant will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order of the Project Consultant and such changes shall be binding on the Owner and the Contractor.

32.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The City of Pompano Beach, Florida under its General Services Manual, the rules of which are incorporated below:

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A. The City Manager is authorized to approve change orders up to the cumulative total of 10 percent of the original construction contract amount, not to exceed $75,000 in the aggregate.

B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 32.04A above, all subsequent change orders will require prior City Commission approval, except in emergency cases as declared by the City Manager, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by City Commission action at the next regular meeting of the City Commission.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

33.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.

33.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.

33.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

33.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twenty-four (24) months following final completion upon written direction from the Owner.

33.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.

33.05.01 In such event, the Contract Price shall be reduced, at Owner’s option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.

33.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

34.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

34.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.

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34.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.

34.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.

34.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.

34.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.

34.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.

34.08 Safety Precautions and Programs:

34.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

34.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.

34.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

34.09 Safety of Persons and Property

34.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a. Employees on the Work and other persons who may be affected thereby;

b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

34.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.

a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

1) OSHA 200: Log and summary of occupational injuries and illnesses.

2) OSHA 2203: Provisions of the Act poster.

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34.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.

b. Holding weekly safety meetings with employees and Subcontractors.

c. Implementing OSHA Voluntary Protection Programs.

d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.

e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

34.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

34.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

34.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

34.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.

34.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Contractor shall pay all royalties and license fees.

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35.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

35.03 Contractor hereby indemnifies and shall defend and hold harmless Owner, its officers, its officials, its agents, its employees, and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

35.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

35.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of $1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 36. TAXES.

36.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.

36.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 37. INDEMNITY AND HOLD HARMLESS.

37.01 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its officers, its officials, its agents and employees and each of them hereinafter collectively referred to as the Owner, from and against any and all judgments, demands, claims, causes of action, liability, expenses, losses, costs, fines, and damages (including reasonable attorney's fees and expert's fees) of every kind and character brought against the Owner by any person, party or entity of any kind or nature whatsoever arising out of, incident to, relating or regarding the Contractor's performance under this Agreement, the condition of the premises, and/or the Contractor's acts of omission or commission.

37.02 Contractor, however, shall not be responsible to Owner for damages resulting out of bodily injury or damages to property which a Court of competent jurisdiction determines as being attributed to the negligence of Owner, its respective agents, servants, employees or officers.

37.03 Said indemnifications by Contractor shall be extended to include all "Subcontractors", deliverers, suppliers, furnishers of material or anyone acting for, on behalf of, or at the request of the Contractor.

37.04 Contractor recognized the broad nature of this indemnifications and hold harmless clause and voluntarily makes this covenant and expressly acknowledge the receipt of Ten ($10.00) Dollars, which payment is

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incorporated into the Contract Sum, and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida.

37.05 This clause shall survive termination of this Agreement and pursuant to Florida Statute 725.06 be incorporated by reference into any and all Bid Documentation or Specifications.

ARTICLE 38. TERMINATION BY THE CONTRACTOR.

38.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 30 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.

38.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

39.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to subcontractors;

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;

39.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 40. TERMINATION BY THE OWNER.

40.01 The Owner may, at the Owner’s option, for any reason and at any time terminate for convenience, any work under this Contract, in whole or, from time to time, in part, in accordance with the following terms and conditions:

40.02 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.

40.02.01 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.

40.02.02 The Contractor shall also terminate outstanding orders and subcontracts.

40.02.03 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.04 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.

40.02.05 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

40.02.06 When terminated for convenience, the Contractor shall be compensated as follows:

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a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.

b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;

c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

1. Contract prices for labor, materials, equipment and other services accepted under this Contract;

2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying legitimate claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

40.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01 If the Contractor does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

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ARTICLE 41. CONTRACTOR'S INSURANCE

41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.

41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.

41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than $1,000,000 for injury or death to any one person and not less than $2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than $1,000,000 per claimant and $2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with $1,000,000 per occurrence, $2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor’s completion of the work.

41.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars ($1,000,000) per claimant, one million dollars ($1,000,000) per occurrence.

41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.

41.08 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

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41.09 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.10 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

41.11 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.12 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor’s respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

42.01 For a Project with an estimated cost of $200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to

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conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.

43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

44.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations in effect at the time Work is performed pursuant to the Contract Documents.

44.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Construction Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.

44.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 45. DISPUTE RESOLUTION.

45.01 The Owner and Contractor agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.

45.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

ARTICLE 46. GOVERNING LAW AND ATTORNEYS FEES.

46.01 The Construction Contract shall be governed by the laws of the State of Florida.

46.02 In the event either party institutes litigation regarding or relating to this Contract or for breach of any of its terms all litigation and appeals shall have venue in Broward County, Florida or in the U.S. District Court for the Southern District of Florida.

46.03 To the fullest extent permitted by law, Owner, Contractor, and Contractor’s Surety do hereby each waive the right to trial by jury in any action or proceeding, including any counterclaims/crossclaims/third (or more remote) party complaints which may be brought by Owner, Contractor, or Surety, jointly and/or severally, arising out of or in any way related to this Construction Contract and/or attendant suretyship including, without limiting the generality thereof, any claim for damages resulting from any act or omission of Owner, Contractor, or Surety, jointly or severally, in any way connected with this Construction Contract.

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ARTICLE 47. RIGHTS AND REMEDIES.

47.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

48.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.

48.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 49. PUBLIC RECORDS.

49.01 A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service;

b. Upon request from the City's custodian of public records, provide the City with a copy of 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, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

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 records to the City; and

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

49.02 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 40.

PUBLIC RECORDS CUSTODIAN

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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
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

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Wastewater Transmission
Stormwater
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Fax # (954) 786-4003

MEMORANDUM #2022-48

DATE: June 28, 2022

TO: Mark Berman, City Attorney

FROM: Nathaniel J. Watson, Acting-Utilities Field Superintendent

VIA: Brian Donovan, Assistant City Manager
A. Randolph Brown, Utilities Director

SUBJECT: Request for Ordinance: Trenchless Rehab & Pipe-Bursting Technology Contract

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Please consider this a request for Ordinance for the attached construction agreement for Trenchless Rehab & Pipe-Bursting Technology between the City of Pompano Beach and Murphy Pipeline Contractors, LLC, for the furnishment of all labor, equipment and materials for underground utility rehabilitation services.

The attached agreement shall enable the City to maintain and/or improve upon water, wastewater and stormwater infrastructure throughout their beneficial service life.

If I can please have the resolution ASAP as we hope to make the July 12th Commission Meeting.

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M E M O R A N D U M

Purchasing #22-023
June 21, 2022

To: Gregory P. Harrison, City Manager

Through: Carla R. Byrd, General Services Director

From: Jeff English, Purchasing Agent

Subject: Approve Recommendation of Award to Sole Proposer for RFP E-15-22 Trenchless Rehabilitation and Pipe Bursting Technology

Contract Need/Background

Request for Proposals (RFP) E-15-22 was issued to establish an as-needed, open-end annual contract for the trenchless replacement or rehabilitation of underground pipes.

The notice list for this project was created by using companies suggested by the requesting department, companies that have responded to prior solicitations, companies that have requested their names be placed on the notice list, and companies from appropriate listings in other sources.

Number of companies/firms submitting proposals.....1

Advertising

The RFP was advertised in the Sun Sentinel, and notices were sent to bid notice agencies throughout the nation. The RFP package was also posted on the City's eBid System for download by interested companies/firms and notice sent to all registered bidders by email.

Selection/Evaluation Committee

One (1) response was received to the solicitation. The Selection/Evaluation Committee met on June 22, 2022 (in a public meeting) to review, evaluate, and score the response. Copies of the minutes of the meeting, and the voting matrix and scoring sheets, are attached.

Recommendation

The recommendation from the Selection/Evaluation Committee to the City Commission is to approve the evaluation and ranking, as well as approve and authorize the execution of a construction agreement with the sole proposer: Murphy Pipeline Contractors, LLC.

attachments
cc: file

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MINUTES
SELECTION / EVALUATION COMMITTEE

RFP #E-15-22
Trenchless Rehabilitation and Pipe-Bursting Technology
City Commission Chambers
10:00 a.m. 06/22/22

The Selection/Evaluation Committee (Committee) consisted of:

Steve Almyda, Wastewater Collection Supervisor (Voting)
Earl Bosworth, Assistant City Manager (Voting)
A. Randolph Brown, Utilities Director (Voting)
Richard Johnson, Utilities Treatment Plant Operations Manager (Voting)
John Sfiropoulos, City Engineer (Voting)
Nathaniel Watson, Water Distribution Supervisor (Non-Voting)

Also in attendance:

Carla R. Byrd, Purchasing Director (Non-Voting)
Jeff English, Purchasing Agent (Non-Voting)
Tammy R. Thompkins, Purchasing Agent (Non-Voting)

The meeting was held to evaluate the proposals received in response to the City's solicitation to establish an as-needed, open-end annual contract for the trenchless replacement or rehabilitation of underground pipes. This meeting was posted as a “Public Meeting” both at City Hall and at the Purchasing Division of the General Services Department, and on the City’s website. One (1) company responded to the City’s RFP. The meeting was called to order at 10:00 a.m.

The Purchasing Division of the General Services Department facilitated the meeting by explaining the evaluation procedures as detailed in the RFP and collected Conflict of Interest Statements from all voting members. Nathaniel Watson led the technical discussion. Each Committee member had reviewed all of the responses in advance of the meeting.

The Committee discussed the proposal, and scored the response using voting forms containing the evaluation criteria published in the RFP, with the following results:

Murphy Pipeline Contractors, LLC. 454

The Committee decided oral presentations would not be required. The consensus of the Committee was that the sole responsive and responsible proposer would be recommended for a contract. A copy of the ranking analysis detail is attached. An agenda item will be prepared to present the Committee's recommendation to the City Commission for its approval to authorize the execution of a construction agreement with the sole proposer: Murphy Pipeline Contractors, LLC.

The Committee meeting adjourned at 10:17 a.m.

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Ranking Analysis Detail 06/22/22, E-15-22
TRENCHLESS REHABILITATION AND PIPE-BURSTING TECHNOLOGY

	Total Potential Points	Murphy Pipeline Contractors, LLC
Committee Member	Potential Points	
Steve Almyda		
Prior experience with projects of similar size	0-15	13
Qualification of personnel	0-10	5
Availability of personnel	0-15	10
Proximity of the nearest office to the City of Pompano Beach	0-5	4
Financial Responsibility	0-20	20
Owned Equipment	0-35	25
	Total =	77

Committee Member	Potential Points	
Earl Bosworth		
Prior experience with projects of similar size	0-15	13
Qualification of personnel	0-10	8
Availability of personnel	0-15	15
Proximity of the nearest office to the City of Pompano Beach	0-5	3
Financial Responsibility	0-20	18
Owned Equipment	0-35	35
	Total =	92

Committee Member	Potential Points	
A. Randolph Brown		
Prior experience with projects of similar size	0-15	15
Qualification of personnel	0-10	10
Availability of personnel	0-15	12
Proximity of the nearest office to the City of Pompano Beach	0-5	4
Financial Responsibility	0-20	20
Owned Equipment	0-35	30
	Total =	91

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	Total Potential Points	Murphy Pipeline Contractors, LLC
Committee Member	Potential Points	
Richard Johnson		
Prior experience with projects of similar size	0-15	15
Qualification of personnel	0-10	10
Availability of personnel	0-15	15
Proximity of the nearest office to the City of Pompano Beach	0-5	4
Financial Responsibility	0-20	20
Owned Equipment	0-35	30
	Total =	94

Committee Member	Potential Points	
John Sfirpoulos		
Prior experience with projects of similar size	0-15	15
Qualification of personnel	0-10	10
Availability of personnel	0-15	15
Proximity of the nearest office to the City of Pompano Beach	0-5	5
Financial Responsibility	0-20	20
Owned Equipment	0-35	35
	Total =	100

Committee Members (Average)		
Prior experience with projects of similar size	0-15	14
Qualification of personnel	0-10	9
Availability of personnel	0-15	13
Proximity of the nearest office to the City of Pompano Beach	0-5	4
Financial Responsibility	0-20	20
Owned Equipment	0-35	31
	Average Score =	91

Committee Members (Total)		
Prior experience with projects of similar size	0-75	71
Qualification of personnel	0-50	43
Availability of personnel	0-75	67
Proximity of the nearest office to the City of Pompano Beach	0-25	20
Financial Responsibility	0-100	98
Owned Equipment	0-175	155
	Grand Total=	454

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EVALUATION CRITERIA

RFP E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Proposer Murphy Pipeline

Line	Criteria	Point Range	Score
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15	13
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10	5
3	Availability of personnel:	0-15	10
4	Proximity of the nearest office to the City of Pompano Beach	0-5	4
5	Financial Responsibility	0-20	20
6	Owned Equipment Age of equipment	0-35	25
	Total	0-100	77

COMMENTS:

most of their equipment is fairly new in age. Murphy does good work in past.

DG — 6/22/22 — Steve Always

Signature of Evaluator **Date** **Printed Name**

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EVALUATION CRITERIA

RFP E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Proposer Murphy

Line	Criteria	Point Range	Score
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15	13
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10	8
3	Availability of personnel:	0-15	15
4	Proximity of the nearest office to the City of Pompano Beach	0-5	3
5	Financial Responsibility	0-20	18
6	Owned Equipment Newer - 16 Age of equipment	0-35	35
	Total	0-100	92

COMMENTS:

David office - 8 projects for Pompano Beach; Est 2000 trenchless con, safety record excellent exercise experience - Sunrise, FEC, Tamarac, references satisfactory (excellent - references)

Signature of Evaluator

6/22/22
Date

Earl Bosworth
Printed Name

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EVALUATION CRITERIA

RFP E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Proposer Murphy Pipeline Contractors, LLC. (MPC)

Line	Criteria	Point Range	Score
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15	15
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10	10
3	Availability of personnel:	0-15	12
4	Proximity of the nearest office to the City of Pompano Beach	0-5	4
5	Financial Responsibility	0-20	20
6	Owned Equipment Age of equipment	0-35	30
	Total	0-100	91

COMMENTS:

MPC has done excellent work for the City.
They have reduced costs for improving our infrastructure
Providing excellent customer service to customers.

6/22/22
6/30/2022 AMB

A. Randolph Brown

Signature of Evaluator **Date** **Printed Name**

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EVALUATION CRITERIA

RFP E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Proposer Murphy Pipeline Contractors

Line	Criteria	Point Range	Score
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15	15
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10	10
3	Availability of personnel:	0-15	15
4	Proximity of the nearest office to the City of Pompano Beach	0-5	4
5	Financial Responsibility	0-20	20
6	Owned Equipment Age of equipment	0-35	30
	Total	0-100	94

COMMENTS:

Local office in Davie, FL

Most Vehicles + equipment Less than 10 yrs old.

Many similar projects involving pipe bursting with other South Florida Utilities,

Have used their services while employed with City of Fort Lauderdale, they always had capacity to do work.

Signature of Evaluator	Date	Printed Name
	6/22/22	Richard Johnson

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EVALUATION CRITERIA

RFP E-15-22 Trenchless Rehabilitation and Pipe-Bursting Technology

Proposer MPC.

Line	Criteria	Point Range	Score
1	Prior experience with projects of similar size: Number of similar projects Prior experience with the City of Pompano Five (5) references	0-15	15
2	Qualification of personnel: Number of staff Experience of staff in this type of environment	0-10	10
3	Availability of personnel:	0-15	15
4	Proximity of the nearest office to the City of Pompano Beach	0-5	5
5	Financial Responsibility	0-20	20
6	Owned Equipment Age of equipment	0-35	35
	Total	0-100	100

COMMENTS:

22-years experience, work of similar nature with numerous municipalities, prior work completed with City. It will be very beneficial to have them on board.

Signature of Evaluator	Date	Printed Name
	6/22/22	JOHN STAMOPOULOS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

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 Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056	CONTACT NAME: Brett Sauer		
	PHONE (A/C, No, Ext): 602-707-1931	FAX (A/C, No): 602-707-1932	
	E-MAIL ADDRESS: Brett.Sauer@alliant.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
INSURED	INSURER B: Various		
Murphy Pipeline Contractors, LLC 12235 New Berlin Road Jacksonville, FL 32226	INSURER C: XL Specialty Insurance Company		37885
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:	X		CGD740922009	04/01/2022	04/01/2023	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS			CAD740922109	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			Various	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CWD740921909	04/01/2022	04/01/2023	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)

The Policies below are excess of the General Liability, Auto Liability, and Employer's Liability:

Carrier Name	Policy Number	Limit	NAIC #
AXIS Surplus Insurance Company	P-001-000524083-02	$3,000,000	26620
Starr Indemnity & Liability Company	1000585633221	$7,000,000 xs $3,000,000	38318

Re: SE 12th Street Pipe Bursting Project. City of Pompano Beach. The General Liability policy includes a blanket Additional Insured endorsement that provides Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsement.

APPROVED
By Danielle Thorpe at 1:32 pm, Jul 06, 2022

CERTIFICATE HOLDER

City of Pompano Beach
Attn: Risk Manager
P.O. Box 1300
Pompano Beach, FL 33061

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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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
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER 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.

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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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fourth Amendment to Contract for RFP 22-031NT with Ceres Environmental Services, Inc.

SUGGESTED ACTION: Approve amendment for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22- 031NT. The initial term of the Contract ended on July 20, 2023; however, the Contract provides the option to renew for four (4) additional one-year periods; the Parties executed Amendment No. 1 on July 26, 2023, Amendment No.2 on June 12, 2024, and Amendment No. 3 on October 16, 2024; and the Parties now wish to further amend the Contract to extend the contract to July 19, 2026.

FINANCIAL IMPACT:
To be utilized and funded through the post storm purchases fund.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the fourth amendment to Contract for RFP 22-031NT with Ceres Environmental Services, Inc.

ATTACHMENTS:
Fourth Amendment to Contract with Ceres Environmental Services, Inc.

Fourth Amendment of Contract for RFP #22-031NT between Ceres Environmental Services, Inc. and the City of Bradenton

This **FOURTH CONTRACT AMENDMENT** of Contract for RFP #22-031NT (the "Extension"), is made and entered into upon execution of both parties by and 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 **CERES ENVIRONMENTAL SERVICES, INC.**, a Florida corporation (hereafter referred to as "Contractor"), with a principal office located at 6371 Business Blvd., Suite 100, Sarasota, FL 34240.

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP #22-031 NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22- 031NT;

WHEREAS, the initial term of the Contract ended on July 20, 2023; however, the Contract provides the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties executed Amendment No. 1 on July 26, 2023, Amendment No. 2 on June 12, 2024, and Amendment No. 3 on October 16, 2024; and

WHEREAS, the Parties now wish to further amend the Contract.

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. **Extension of the Term of the Contract.** The Contract is hereby extended to July 19, 2026.

3. **Exhibit B – Fee Schedule**, as of the effective date of this Extension, is attached hereto and incorporated herein as Exhibit B – Fee Schedule.

4. **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.

5. **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 as of the last date written below.

Tia Laurie

Tia Laurie

as Corporate Secretary, of
Ceres Environmental Services, Inc.

5/29/2025
Date

Gene Brown
Mayor, City of Bradenton

Date

Robert Perry
City Administrator, City of Bradenton

Date

Erin Jones

Erin Jones, CPPB, NIGP -CPP
Purchasing Manager, City of Bradenton

5/30/2025
Date

EXHIBIT "B"

Fee Schedule

Schedule 1

Hourly Labor and Equipment Fee Price Schedule

Reference to solicitation Description of Services/Scope of Services 4.3.1 Item 1. All pricing shall be made independent of other line items as City may elect to award multiplie contracts for the same or different services. Offerors can elect to "No Bid" individual service offerings however the City may give preference to Offerors with the most comprehensive service offering. Please write in "No Bid" for any service offering that the Offerors elect to not to offer. Hourly rates are applicable for the first 70 hours only - equipment pricing shall be inclusive of operator (personnel) expenses, unless indicated otherwise.

	A	B	C	D	E
Item	Hours	Hourly Equipment Rate	Hourly Labor Rate	2.3% CPI Increase Hourly Equipment Rate	2.3% CPI Increase Hourly Labor Rate
Air Curtain Burner, Self Contained System	70	$58.00		$59.33	
Bobcat Loader	70	$85.00		$86.96	
50' Bucket Truck	70	$208.00		$212.78	
Crash Truck w/Impact Attenuator	70	$85.00		$86.96	
Dozer, Tracked, D4 or Equivalent	70	$113.00		$115.60	
Dozer, Tracked, D6 or Equivalent	70	$145.00		$148.34	
Dozer, Tracked, D7 or Equivalent	70	$150.00		$153.45	
Dozer, Tracked, D8 or Equivalent	70	$175.00		$179.03	
Dump Truck, 10 CY - 17 CY	70	$68.00		$69.56	
Dump Truck, 18 CY - 20 CY	70	$75.00		$76.73	
Dump Truck, ? CY - ? CY	70	$82.00		$83.89	
Generator, 16 to 100 kW, List kW Capacity	70	$126.00		$128.90	
Generator, 210 to 350 kW, List kW Capacity	70	$332.00		$339.64	
Generator, 1,100 to 2,500 kW, List kW Capacity	70	$2,104.00		$2,152.39	
Light Plant with Fuel and Support	70	$32.00		$32.74	
Grader w/ 12' Blade	70	$135.00		$138.11	
Hydraulic Excavator, 1.5 CY	70	$145.00		$148.34	
Hydraulic Excavator, 1.5 CY	70	$152.00		$155.50	
Knuckleboom Loader	70	$145.00		$148.34	
Lowboy Trailer w/Tractor	70	$110.00		$112.53	
Mobile Crane up to 15 Ton	70	$165.00		$168.80	
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	70	$44.00		$45.01	
Pump, 200 to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	70	$72.00		$73.66	
Pump, 500 to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel	70	$72.00		$73.66	
Vac Truck (Mist Capacity), List Capacity	70	$228.00		$233.24	
Pickup Truck, 5 Ton	70	$24.00		$24.55	
Skid-Steer Loader, 1,000 LB Capacity	70	$80.00		$81.84	
Skid-Steer Loader, 2,000 LB Capacity	70	$105.00		$107.42	
Tub Grinder, 800 to 1,000 HP	70	$355.00		$363.17	
Track Hoe - John Deere 690 or Equivalent	70	$155.00		$158.57	
Truck, Flatbed	70	$55.00		$56.27	
4 Wheel Drive Lift for Tower	70	$15.00		$15.35	
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	70	$85.00		$86.96	
Wheel Loader, 2.5 CY, 950 or Similar	70	$120.00		$122.76	
Wheel Loader, 3.5 - 4.0 CY, 966 or Similar	70	$130.00		$132.99	
Wheel Loader, 4.5 CY, 980 or Similar	70	$140.00		$143.22	
Wheel Loader-Backhoe, 1.0 - 1.5 CY	70	$110.00		$112.53	
Project Manager w/Cell Phone and Vehicle	70		$80.00		$81.84
Operations Manager w/Cell Phone and Vehicle	70		$75.00		$76.73
Crew Foreman w/Cell Phone and Vehicle	70		$65.00		$66.50

Hourly Labor and Equipment Fee Price Schedule					
Reference to solicitation Description of Services/Scope of Services 4.3.1 Item 1. All pricing shall be made independent of other line items as City may elect to award multiplie contracts for the same or different services. Offerors can elect to "No Bid" individual service offerings however the City may give preference to Offerors with the most comprehensive service offering. Please write in "No Bid" for any service offering that the Offerors elect to not to offer. Hourly rates are applicable for the first 70 hours only - equipment pricing shall be inclusive of operator (personnel) expenses, unless indicated otherwise.					
	A	B	C	D	E
Item	Hours	Hourly Equipment Rate	Hourly Labor Rate	2.3% CPI Increase Hourly Equipment Rate	2.3% CPI Increase Hourly Labor Rate
Tree Climber includes Chainsaw and Gear	70		$ 55.00		$56.27
Laborer includes Chain Saw	70		$ 49.00		$50.13
Laborer w/Small Tools, Traffic Control, or Flagperson Included	70		$ 45.00		$46.04
Bonded and Certified Security Personnel	70		$ 55.00		$56.27
Crew - Wheel Loader, 2.5 CY, 950 or Similar with Operator, Foreman with Vehicle and small equipment, Laborer with chain saw, and 2 Laborers with small tools, rate shall include equipment	70		$ 289.00		$295.65
Other - Please List	70				

Revised Bid Form RFP #22-031NT Disaster Debris Removal Services Schedule 2

UNIT RATE PRICE SCHEDULE

Reference to solicitation Description of Services/Scope of Services 4.3 Items 2 to 20. All pricing shall be made independent of other line items as City may elect to award multiple contracts for the same or different services. Offerors can elect to "No Bid" individual service offerings however the City may give preference to Offerors with the most comprehensive service offering. Please write in "No Bid" for any service offering that Offerors elect to not to offer.

		$ Per CY		2.3% CPI Increase	
2	**Eligible Vegetative Debris Removal** Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a City approved DMS site or City Designated Final Disposal Site*	Land	Water	Land	Water
	0 - 15.00 miles	$ 8.78		$ 8.98	
	15.01 - 30.00 miles	$ 9.28		$ 9.49	
	30.01 - 45.00 miles	$ 9.98		$ 10.21	
3	**Eligible C&D Debris Removal** Work consists of the collection and transportation of Eligible C&D Debris on the ROW to a City approved DMS site or City Designated Final Disposal Site. *	$ Per CY Land	Water	2.3% CPI Increase $ Land	Water
	0 - 15.00 miles	$ 8.98		$ 9.19	
	15.01 - 30.00 miles	$ 9.28		$ 9.49	
	30.01 - 45.00 miles	$ 11.28		$ 11.54	
4	**Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures** Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site. *	$ Per CY Land	Water	2.3% CPI Increase $ Land	Water
	0 - 15.00 miles	$ 14.98		$ 15.32	
	15.01 - 30.00 miles	$ 15.98		$ 16.35	
	30.01 - 45.00 miles	$ 19.98		$ 20.44	
5	**Eligible Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designed Final Disposal Site. *	$ Per CY Land	Water	2.3% CPI Increase $ Land	Water
	0 - 15.00 miles	$ 25.48		$ 26.07	
	15.01 - 30.00 miles	$ 26.48		$ 27.09	
	30.01 - 45.00 miles	$ 31.48		$ 32.20	
6	**DMS Site Management, Operations and Reduction** Work consists of managing and operating DMS sites and reducing Eligible disaster debris through grinding or source seperation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	$ Per CY Land	Water	2.3% CPI Increase $ Land	Water
	Vegetative Grinding	$ 4.28		$ 4.38	
	Source Seperation & Reduction	$ 2.48		$ 2.54	
7	**DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators** Work consists of managing and operating DMS sites and reducing Eligible vegetative disaster related debris through air curtain incineratorss. Contractor shall provide certified scales and/or debris site towers as requested by City.	$ Per CY Land	Water	2.3% CPI Increase Land	Water
	Vegetative Waste Only	$ 2.64		$ 2.70	

Revised Bid Form RFP #22-031NT Disaster Debris Removal Services Schedule 2					
UNIT RATE PRICE SCHEDULE					
8	**DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning** Work consists of managing and operating DMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City	**$ Per CY**		**2.3% CPI Increase**	
		Land	**Water**	**Land**	**Water**
	Vegetative Waste Only	$ 1.39		$ 1.42	
9	**Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site** Work consists of loading and transporting reduced Eligible disaster related debris at a City approved DMS site to a City Designated Final Disposal Site. *	**$ Per CY**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	0 - 15.00 miles	$ 2.98		$ 3.05	
	15.01 - 30.00 miles	$ 3.64		$ 3.72	
	30.01 - 45.00 miles	$ 4.94		$ 5.05	
10	**Removal of Eligible Hazardous Leaning Trees and Hanging Limbs** Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services Element 2, Eligible Vegetative Debris Removal.	**$ Per Tree**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	6 inch to 12.99 inch diameter	$ 68.00		$ 69.56	
	13 inch to 24.99 inch diameter	$ 128.00		$ 130.94	
	> 25.00 inch diameter	$ 198.00		$ 202.55	
	Hanger Removal (per Tree)	$ 92.00		$ 94.12	
11	**Removal of Eligible Hazardous Stumps** Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS site or City Designated Final Disposal Site. Contractor to backfill all stump holes.	**$ Per Stump**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	24 inch to 36.99 inch diameter	$ 125.00		$ 127.88	
	37 inch to 48.99 inch diameter	$ 175.00		$ 179.03	
	49 inch and larger diameter	$ 275.00		$ 281.33	
12	**Eligible Household Hazardous Waste Removal, Transport and Disposal** Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW), City to designate specific materials to be collected as part of HHW program.	**$ Per LB**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cost per Pound	$ 5.45		$ 5.58	
13	**Eligible ROW White Goods Debris Removal** Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DMS site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated City approved DMS site to an approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	**$ Per Unit**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Refrigerators, freezers and other items requiring refrigerant recovery and decontamination	$ 75.00		$ 76.73	
	All other white goods	$ 33.00		$ 33.76	

Revised Bid Form RFP #22-031NT Disaster Debris Removal Services Schedule 2					
UNIT RATE PRICE SCHEDULE					
14	**Eligible E-waste Item Removal** Work consists of the recovery and disposal of televisions, computers, computer monitors, and other peripherals unless otherwise specified in writing by the City.	**$ Per Pound**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cost per Pound	$ 2.49		$ 2.55	
15	**Eligible Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses	**$ Per LB**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cost per Pound	$ 0.85		$ 0.87	
16	**Eligible Waterways and Drainage System Debris Removal** Work consists of removal, transportation, and lawful processing and/or disposal of debris collected from waterways and drainage systems toa City approved DMS or City Designated Final Disposal Site.	**$ Per Unit Listed**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cubic Yard	$ 39.64	$ 69.84	$ 40.55	$ 71.45
	Linear Foot	$ 19.89	$ 24.89	$ 20.35	$ 25.46
17	**Soil/Sand/Beach Screening** Work consists of the collection of Eligible debris laden sand from City beaches, transportation to a processing screen, processing of sand through screen, maintenace of sand-pile, transportation of screened sand back to a City beach and shaping sand to final grade.	**$ Per CY**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cubic Yard	$ 14.45		$ 14.78	
18	**Fill Dirt** Dirt is for work listed in item 11 - Removal of Eligible Hazardous Stumps. Priced in cubic yard	**$ Per CY**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cubic Yard	$ 24.75		$ 25.32	
19	**Eligible Abandoned Motor Vehicle Removal** Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to an approved staging area/final disposal site. Contractor is responsible for final disposal. Price is based on per unit cost	**$ Per Unit**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Cost per Unit	$ 139.00		$ 142.20	
20	**Eligible Abandoned Vessel Removal** Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by the City and subsequently transported to an approved staging area. Contractor is responsible for final disposal. Price is based on the linear feet of the vessel.	**$ Per Linear Foot**		**2.3% CPI Increase $**	
		Land	**Water**	**Land**	**Water**
	Vessels less than 22 linear feet	$ 19.00		$ 19.44	
	Vessels 22 linear feet and greater	$ 39.00		$ 39.90	
*	**Additional Cost Per CY per mile for disposal sites outside of City Limits** For out of City disposal sites that exceed 45 miles, additional mileage will be applied and will begin at the legal City of Bradenton City Limit boundary line, at its closest point to the approved disposal location, and is calculated as follows: (CY*.0585/0.06) *(Miles)+(CY *Items 2 or 3 or 4 or 5 or 9) = Total cost per load. Mileage rate is subject to change based on IRS approved rate.)	**CY/Mile**		**2.3% CPI Increase**	
		0.0585		0.06	

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fourth Amendment to Contract for RFP 22-031NT with DRC Emergency Services, LLC

SUGGESTED ACTION: Approve amendment for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22- 031NT. The initial term of the Contract ended on July 20, 2023; however, the Contract provides the option to renew for four (4) additional one-year periods; the Parties executed Amendment No. 1 on July 26, 2023, Amendment No.2 on June 12, 2024, and Amendment No. 3 on October 16, 2024; and the Parties now wish to further amend the Contract to extend the contract to July 19, 2026.

FINANCIAL IMPACT:
To be utilized and funded through the post storm purchases fund.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve fourth amendment to Contract RFP 22-031NT with DRC Emergency Services, LLC.

ATTACHMENTS:
Fourth Amendment of Contract with DRC Emergency Services, LLC

Fourth Amendment of Contract for RFP #22-031NT between DRC Emergency Services, LLC, and the City of Bradenton

This **FOURTH CONTRACT AMENDMENT** of Contract for RFP #22-031NT (the "Extension"), is made and entered into upon execution by both parties by and 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 **DRC EMERGENCY SERVICES, LLC**, an Alabama limited liability company (hereafter referred to as "Contractor"), with a principal office located at 6702 Broadway Street, Galveston, Texas 77554.

WITNESSETH:

WHEREAS, the City and Contractor entered into a contract in response to RFP #22-031NT (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with disaster debris removal services, as more specifically described in Contractor's response to RFP #22-031NT;

WHEREAS, the initial term of the Contract ended on July 20, 2023; however, the Contract provides the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties executed Amendment No. 1 June 14, 2023, Amendment No. 2 on June 12, 2024 and Amendment No. 3 on October 16, 2024; and

WHEREAS, the Parties now wish to further amend the Contract.

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. **Extension of the Term of the Contract.** The Contract is hereby extended to July 19, 2026.

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, as of the last date written below.

Kristy Fuentes
as Vice President, Treasurer, Secretary, of
DRC Emergency Services, LLC

5/16/25
Date

Gene Brown
Mayor, City of Bradenton

Date

Robert Perry
City Administrator, City of Bradenton

Date

Erin Jones, CPPB, NIGP-CPP
Purchasing Manager, City of Bradenton

5/30/2025
Date

5167338v1

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for RFP 25-006NT to The Car Park, LLC for Parking Management Services

SUGGESTED ACTION: Authorize award and pursue a contract with The Car Park, LLC.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 27, 2025, City of Bradenton advertised Request for Proposals RFP 25-006NT to select a firm for Parking Management Services. Notice of this RFP was made through OpenGov, 23,033 vendors were notified. 1,070 vendors viewed the solicitation, and 9 vendors submitted a proposal.

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals
responsible.

On May 16, 2025, a three-member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation. Following scoring, three proposers were shortlisted to participate in a presentation and question and answer session on May 29, 2025. After the presentation and question and answer session with all the firms, the Committee reconvened and determined to award to the highest-ranking proposer.

The Car Park, LLC. being the highest ranked proposer is recommended for award.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for RFP 25-006NT and pursue a contract with The Car Park, LLC.

ATTACHMENTS:
RFP 25-006NT NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-006NT		**TYPE:**	Request for Proposals (RFP)	
SOLICITATION TITLE	Parking Management Services				
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB				
ADVERTISED DATE	3/27/2025		**RESPONSE DATE**	5/1/2025	
NOTIFICATIONS	23033	**VIEWS**	1070	**RESPONSES**	9

RESPONDENTS		
VENDOR	**LOCATION**	**RANK**
The Car Park, LLC.	**Boise, ID**	**1**
Parking Management Company	Nashville, TN	2
Interstate Parking Company of Florida, LLC.	Milwaukee, WI	3
Other Respondents (in alphabetical order)		
Denison Parking, Inc. LAZ Florida Parking, LLC. Level Parking, LLC. PCI Municipal Services, LLC. Pivot Parking, LLC. Universal Parking & Transportation.		

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with The Car Park, LLC. to provide Parking Management Services. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION		
Erin Jones Purchasing Manager or Designee	Erin Jones Signature	5/30/2025 Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Nicholas Toth, CPPB, Purchasing Analyst

DATE: May 29, 2025

SUBJECT: Award Recommendation for 25-006NT Parking Management Services

BACKGROUND:

On March 27, 2025, City of Bradenton advertised Request for Proposals (RFP) 25-006NT to select a firm for Parking Management Services. Notice of this RFP was made through OpenGov, 23,033 vendors were notified. 1,070 vendors viewed the solicitation, and 9 vendors submitted a proposal.

ANALYSIS:

All proposers were deemed responsive by Purchasing. The Committee deemed all proposals responsible.

On May 16, 2025, a three member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities, and demonstrated experience, project approach, and compensation.

Following scoring, three proposers were shortlisted to participate in a presentation and question and answer session on May 29, 2025. After the presentation and question and answer session with all the firms, the Committee reconvened and determined to award to the highest ranking proposer. The Car Park, LLC. being the highest ranked proposer is recommended for award.

RECOMMENDATION:

I recommend award to The Car Park, LLC. as the responsive and responsible proposer.

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-006NT Parking Management Services

May 29, 2025 12:15 pm
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. Bill Ackles – Local Business Tax Clerk, RMLO
2. Heidi Warnemunde – Assistant Finance Director
3. Brian Thiers – Captain, Police Department

Other City staff and/or advisers in attendance

1. Nicholas Toth, Purchasing Representative
2. Erin Jones, Observer

The following three (3) firms submitted proposals:

Interstate Parking Company of Florida, LLC.
Parking Management Company
The Car Park, LLC.

Nicholas Toth called the meeting to order at 12:15 pm

The Committee discussed each firm's presentation in alphabetical order and shared their perspectives on each prior to ranking Committee members independently ranked each proposer. The Procurement Representative announced the rankings and determined The Car Park, LLC. for award. Ranks are included on the attached ranking summary as shown below.

1. The Car Park, LLC.
2. Parking Management Company
3. Interstate Parking Company of Florida, LLC.

The meeting was adjourned at approximately 12:30 pm.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL	RANKING
Interstate Parking Company of Florida, LLC.	3	3	3	9.00	3
Parking Management Company	2	2	1	5.00	2
The Car Park, LLC.	1	1	2	4.00	1

Chair's Approval

Nicholas Toth

Name

Nicholas Toth

Signature

PROPOSERS (listed alphabetically)	RANKING
Interstate Parking Company of Florida, LLC.	3
Parking Management Company	2
The Car Park, LLC.	1

BRIAN THIELS

Printed Name

Signature

5/29/2025

Date

PROPOSERS (listed alphabetically)	RANKING
Interstate Parking Company of Florida, LLC.	3
Parking Management Company	2
The Car Park, LLC.	1

Heidi Warnemunde

Printed Name

Signature Date

PROPOSERS (listed alphabetically)	RANKING
Interstate Parking Company of Florida, LLC.	3
Parking Management Company	1
The Car Park, LLC.	2

WILLIAM R. ACKLES

Printed Name

Signature

5/29/25

Date

NOTICE OF ACTION

SOLICITATION #	25-006NT		**TYPE:**	Request for Proposals (RFP)	
SOLICITATION TITLE	Parking Management Services				
PROCUREMENT SPECIALIST	Nicholas Toth, CPPB				
ADVERTISED DATE	3/27/2025		**RESPONSE DATE**	5/01/2025	
NOTIFICATIONS	23033	**VIEWS**	1070	**RESPONSES**	9

The evaluation Committee convened on May 16, 2025, to review the proposals submitted in response to the above references RFP. Based on the Committee's review of the proposals and the total points scored based on the established evaluation criteria, the City has short-listed the following proposers for presentations and/or interviews.

SHORT-LISTED PROPOSERS		
NAME	**LOCATION**	**SCORE**
The Car Park, LLC.	Boise, ID	91
Interstate Parking Company of Florida, LLC.	Milwaukee, WI	88
Parking Management Company	Nashville, TN	78

Public meeting information pertaining to this solicitation will be posted on the City's Calendar of Events available at cityofbradenton.com.

AUTHORIZATION

Erin Jones	Erin Jones	5/21/2025
Purchasing Manager or Designee	Signature	Date

Revised 2/15/23

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittal from firms responding to Request for Proposals 25-006NT Parking Management Services

May 16, 2025 10:00 am
101 Old Main Street, Lobby Conference Room

Committee Members in attendance (voting members):

1. Bill Ackles – Local Business Tax Clerk, RMLO
2. Heidi Warnemunde – Assistant Finance Director
3. Brian Thiers – Captain, Police Department

Other City staff and/or advisers in attendance

1. Nicholas Toth, Purchasing Representative
2. Marcus Kerber, Observer

The following nine (9) firms submitted proposals:

Denison Parking, Inc.
Interstate Parking Company of Florida, LLC.
LAZ Florida Parking LLC.
Level Parking LLC.
Parking Management Company
PCI Municipal Services, LLC.
Pivot Parking, LLC.
The Car Park, LLC.
Universal Parking & Transportation

Nicholas Toth called the meeting to order at 10:00 am

Nicholas Toth, Purchasing Representative, opened the meeting and stated that all proposals submitted were found to be responsive.

The Committee discussed each proposal in alphabetical order and shared their perspectives on each one. Prior to scoring the committee recommended short-listing the top three (3) ranked firms.

Committee members independently scored each proposal using the evaluation criteria contained in the RFP. The results of the Committee's scoring were read by the Purchasing Representative. Scores are included on the attached scoring summary.

Following the discussion and prior to scoring the Committee recommended short-listing the top

Three (3) highest scoring firms (as listed below) and will be invited for presentations by the Committee.

1. The Car Park, LLC.
2. Interstate Parking Company of Florida, LLC.
3. Parking Management Company

The meeting was adjourned at approximately 11:32 am.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL COMMITTEE POINTS	AVERAGE COMMITTEE POINTS	PROPOSER SHORTLIST RANKING
Dension Parking, Inc.	83	48	60	191	64	**9**
Interstate Parking Company of Florida, LLC.	89	81	95	265	88	**2**
LAZ Florida Parking, LLC.	85	41	85	211	70	**6**
Level Parking, LLC.	85	45	75	205	68	**8**
Parking Management Company	83	76	75	234	78	**3**
PCI Municipal Services, LLC.	75	60	80	215	72	**4**
Pivot Parking, LLC.	87	52	75	214	71	**5**
The Car Park, LLC.	89	84	100	273	91	**1**
Universal Parking & Transportation.	82	49	75	206	69	**7**

Chair's Approval

Nicholas Toth

Name

Nicholas Toth

Signature

PROPOSERS (listed alphabetically)	QUALIFICATION,CAPABILITES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 45)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
Dension Parking, Inc.	25	25	10	60
Interstate Parking Company of Florida, LLC.	35	45	15	95
LAZ Florida Parking, LLC.	35	40	10	85
Level Parking, LLC.	25	35	15	75
Parking Management Company	25	40	10	75
PCI Municipal Services, LLC.	35	35	10	80
Pivot Parking, LLC.	35	25	15	75
The Car Park, LLC.	35	45	20	100
Universal Parking & Transportation.	35	30	10	75

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

WILLIAM R. ALKLES
Printed Name

Signature

5/16/25
Date

PROPOSERS (listed alphabetically)	QUALIFICATION,CAPABILITES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 45)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
Dension Parking, Inc.	30	38	15	83
Interstate Parking Company of Florida, LLC.	31	40	18	89
LAZ Florida Parking, LLC.	32	41	12	85
Level Parking, LLC.	28	42	15	85
Parking Management Company	31	42	10	83
PCI Municipal Services, LLC.	29	38	8	75
Pivot Parking, LLC.	30	42	15	87
The Car Park, LLC.	32	42	15	89
Universal Parking & Transportation.	30	40	12	82

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Heidi Warnemunde
Printed Name

Hi Wa
Signature

5/16/25
Date

PROPOSERS (listed alphabetically)	QUALIFICATION,CAPABILITES AND DEMONSTRATED EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 45)	COMPENSATION (MAX 20)	TOTAL EVALUATOR POINTS
Dension Parking, Inc.	18	20	10	48
Interstate Parking Company of Florida, LLC.	27	35	19	81
LAZ Florida Parking, LLC.	17	19	5	41
Level Parking, LLC.	15	20	10	45
Parking Management Company	22	35	19	76
PCI Municipal Services, LLC.	20	25	15	60
Pivot Parking, LLC.	22	25	5	52
The Car Park, LLC.	29	36	19	84
Universal Parking & Transportation.	20	19	10	49

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

BRIAN THEIS
Printed Name

Signature

5/16/2025
Date

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-009NT to Tropical Touch Restoration, Inc. for Judicial Center Parking Garage Painting Services

SUGGESTED ACTION: Authorize award and pursue a contract with Tropical Touch Restoration, Inc.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 14, 2025, City of Bradenton advertised Invitation to Bid IFB 25-009NT to select a contractor for Judicial Parking Garage Painting Services. Notice of this IFB was made through OpenGov (22,033 vendors were notified). 1070 vendors viewed the solicitation, and 14 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor Tropical Touch Restoration, Inc. submitting the lowest price can be selected using the IFB process.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-009NT and pursue a contract with Tropical Touch Restoration, Inc.

ATTACHMENTS:
IFB 25-009NT NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICITATION #	25-009NT		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Judicial Parking garage Painting Services				
PROCUREMENT SPECIALIST	Nick Toth, CPPB				
DEPARTMENT	Public Works				
ADVERTISED DATE	04/14/2025		**RESPONSE DATE**	05/14/2025	
PRE-BID MEETING	☐ Mandatory ☒ Optional ☐ N/A			**ATTENDEES**	7
NOTIFICATIONS	22915	**VIEWS**	1069	**RESPONSES**	14

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Tropical Touch Restoration, Inc.	**Ellenton, FL**	**$79,332.00**
Five12 Painting & Remodeling LLC.	Saint Cloud, FL	$93,123.00
West Florida Maintenance, Inc.	Palmetto, FL	$94,000.00
Specialized Property Services, Inc.	Tampa, FL	$97,623.67
POD LLC. dba Painters on Demand	Tampa, FL	$98,576.16
One Source Restoration & Building Services, Inc.	Tampa, FL	$119,945.00
Quick Painting Group Corp	Orlando, FL	$121,623.00
A1 Day1 Services LLC.	Wesley Chapel, FL	$122,012.58
BigKing Services	Winter Garden, FL	$135,800.00
KEPT Companies, Inc.	Jacksonville, FL	$137,040.00
Tower Contracting Corp.	Hallandale Beach, FL	$143,000.00
REO Partner LLC.	Sarasota, FL	$187,757.00
LJB Restoration Services LLC.	Santa Rosa Beach, FL	$194,613.75
Construcciones IMB LLC.	Tampa, FL	$401,552.40

NOTICE OF RECOMMENDED AWARD

RECOMMENDED AWARD
Tropical Touch Restoration, Inc. having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	5/21/2025
Procurement Official or Designee	Signature	Date

CITY OF BRADENTON

Procurement

Interoffice Memorandum

TO: Erin Jones, CPPB, NIGP-CPP Purchasing Manager

FROM: Nick Toth, CPPB Purchasing Analyst

DATE: May 21, 2025

SUBJECT: Award Recommendation for 25-009NT Judicial Parking Garage Painting Services

BACKGROUND:

On April 14, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-009NT to select a contractor for Judicial Parking Garage Painting Services. Notice of this IFB was made through OpenGov (22,033 vendors were notified). 1070 vendors viewed the solicitation, and 14 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

Purchasing reviewed all bids for responsiveness and deemed the lowest bid Tropical Touch Restoration, Inc. responsive. Purchasing also reviewed the lowest bid Tropical Touch Restoration, Inc. for responsibility and after checking references deemed them to be responsible.

RECOMMENDATION:

I recommend award to Tropical Touch Resoration Inc. as the responsive and responsible bidder.

Reference #1: **Tico Resto**

1. Have they provided painting services? Yes
2. Was this work completed within the past 5 years? Yes
3. Was the work completed on time? Yes and on going
4. If it was not completed on time what was the delay? N/A
5. Were there any change orders issued against the contract? No
6. Is there any additional information you would like to provide? Very happy with service

Reference #2: Fenix

1. Have they provided painting services? Yes
2. Was this work completed within the past 5 years? Yes
3. Was the work completed on time? Yes
4. If it was not completed on time what was the delay? N/A
5. Were there any change orders issued against the contract? No
6. Is there any additional information you would like to provide? They were very good and thorough.

Solicitation #: 25-009NT Solicitation Title: Judicial Parking Garage Painting Service

OFFEROR	TRENCH SAFETY ACT CERTIFICATION	TABULATION OF SUBCONTRACTORS AND SUPPLIERS	BIDDERS STATEMENT OF DISPUTES	QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY FORM	DRUG FREE WORKPLACE CERTIFICATION	SUNBIZ VERIFICATION	ANTI-HUMAN TRAFFICKING	LICENSES	CONTRACTOR QUALIFICATION FORMS	FEE SCHEDULE	BID BOND (If Applicable)	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
Tropical Touch Restoration, Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	n/a	Y	Y	**$79,332.00**	
Five12 Painting & Remodeling LLC.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$93,123.00	
West Florida Maintenance, Inc.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$94,000.00	
Specialized Property Services, Inc.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$97,623.67	
POD LLC. dba Painters on Demand	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$98,576.16	
One Source Restoration & Building Services, Inc.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$119,945.00	
Quick Painting Group Corp	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$121,623.00	
A1 Day1 Services LLC.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$122,012.58	
BigKing Services	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$135,800.00	
KEPT Companies, Inc.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$137,040.00	

Tower Contracting Corp.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$143,000.00	
REO Partner LLC.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$187,757.00	
LJB Restoration Services LLC.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$194,613.75	
Construcciones IMB LLC.	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$401,552.40	

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-024EJ Landscape Maintenance & Mowing Services - West Zone

SUGGESTED ACTION: Authorize award and pursue a contract with Fast Lawnscapes.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-024EJ to select a contractor to provide landscape maintenance and mowing services for the east zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 990 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

All bidders were deemed responsive by Purchasing. Purchasing then checks the responsibility of the apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met.

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended
for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-024EJ and to pursue a contract with Fast Lawnscapes.

ATTACHMENTS:
25-024EJ NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-024EJ		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Landscape Maintenance & Mowing Services – West Zone				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
DEPARTMENT	Landscape and Grounds				
ADVERTISED DATE	4/24/2025		**RESPONSE DATE**	5/22/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22,844	**VIEWS**	990	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
Fast Landscapes	**Ellenton, FL**	**$174,799.00**
4678 Landscaping Inc.	Plant City, FL	$223,565.00
Wilhelm Bros. Inc.	Sarasota, FL	$299,142.00
BigKing Services	Winter Garden, FL	$299,233.09
Russell Landscape	Ruskin, FL	$408,649.00
Lawns Today, LLC	Palmetto, FL	$512,940.00

RECOMMENDED AWARD
Fast Landscapes having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	06/04/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: June 4, 2025

SUBJECT: Award Recommendation for 25-024EJ Landscape Maintenance & Mowing Services – West Zone

BACKGROUND:

On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-024EJ to select a contractor to provide landscape maintenance and mowing services for the east zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 990 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then check the responsibility of the apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met. Copes of the reference checks and licenses are attached.

RECOMMENDATION:

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
TORRES BALTODANO, JULIO	BRANDON,FL

License No.	License Status	License Type:
JE354679	Normal	ID Card/Pest Control

License Categories

Original Issue Date	Last Issue Date	Expiration Date
7/10/2024	7/10/2024	7/31/2025

Company Name

FAST LAWNSCAPES

Agent Count: 0

CERTIFICATE
OF COMPLETION

JULIO TORRES-BALTODANO

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Tampa Bay Training
3204 W. DeLeon St. Unit B
Tampa FL 33609
Phone: 813-420-5891

Verify this Certificate by visiting www.motadmin.com

01/22/2024	01/12/2028	P. C	619122
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

831

Applicator's Name	City, State
MCMANUS, JASON PAUL	LARGO, FL

License Number	License Status	License Type
JF133754	Normal	Certified Pest Control Operator

Original Issue Date	Last Issue Date	Expiration Date
6/8/2005	9/24/2024	6/1/2025

Solicitation #: 25-024EJ Solicitation Title: Landscape Maintenance & Mowing Services – West Zone

OFFEROR	INTEREST IN COMPETITIVE BIDDING	SUNBIZ VERIFICATION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY CRIMES	BREACH OF CONTRACT DISCLOSURE	ANTI-HUMAN TRAFFICKING	DRUG FREE	SCRUTINIZED COMPANY CERTIFICATION	LICENSES	REFERENCES	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
Fast Lawnscapes	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$174,659.00	
4678 Landscaping Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$223,240.00	
BigKing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$298,843.09	
Wilhelm Bros, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$298,892.00	
Russell Landscape Group	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$408,340.00	
Lawns Today, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$512,240.00	

From:	Noppenberg, Michael
To:	Erin Jones
Subject:	[EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date:	Friday, May 30, 2025
Attachments:	image003.png image002.png Outlook-5ssjru0i.png

[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.

Responses below.

Michael Noppenberg

Supervisor

Grounds Maintenance Department

School District of Manatee County

1 Matzke Way
Bradenton, FL 34208
941.708.8800 x-44240
Cell – 941.932.7671
Email: NoppenbergM@manateeschools.net

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Friday, May 30, 2025 8:27 AM
To: Noppenberg, Michael <NoppenbergM@Manateeschools.net>
Subject: RE: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes

***** **WARNING: This email was sent from a source outside of the School District of Manatee County!!**

Good Morning,

I am just following up on the below reference check for Fast Lawnscapes. Please answer the questions provided below.

Thanks,

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Erin Jones
Sent: Thursday, May 22, 2025 3:30 PM
To: noppenbergm@manateeschools.net
Subject: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Importance: High

Good Afternoon,

The City of Bradenton recently solicited services for Landscape Maintenance & Mowing Services – West Zone, and you were listed as a reference for Septentrion Horticulture Fund Inc. dba Fast Lawnscapes. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than May 29th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Not sure what this means?
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6.

Were the listed services about a coverage area of 100 acres or greater per month? Yes

7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide? Fast Lawnscapes is under new ownership. The level of service has not changed from excellent thus far.

Thanks,

bradenton
The Friendly City

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Maria Cabrera
To: Erin Jones
Subject: Re: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Tuesday, June 3, 2025

[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.

See below
Sent from my iPhone

On Jun 3, 2025, at 3:37 PM, Erin Jones <Erin.Jones@bradentonfl.gov> wrote:

Maria,

Thank you for responding and your comments. Could you please answer the questions below in a yes or no fashion? I appreciate you taking time out of your day to complete this.

1. Have they provided mowing services?yes
2. Did the services provide maintenance of Traffic?yes
3. Did they provide litter removal and disposal services?yes
4. Did they provide trimming services?yes
5. Did they provide edging and clean up services?yes
6. Were the listed services about a coverage area of 100 acres or greater per month?no
7. Was this work completed within the past 7 years?yes
8. Was the work completed on time?yes
9. If it was not completed on time what was the delay?n/a
10. Were there any change orders issued against the contract?none

11. Is there any additional information you would like to provide? They are hardworking and dedicated to doing a great job!

Thanks,

<image002.png>

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Maria Cabrera <mdcabrera21@icloud.com>
Sent: Tuesday, June 3, 2025 2:43 PM
To: Erin Jones <Erin.Jones@bradentonFL.gov>
Subject: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes

[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 Erin!

Yes- We use Fast lawn Landscape. They take care of our whole HOA common areas. They do the lawn, cutting, the fertilization, hedge trimming, treating the weeds. They also remove any debris for us.

They're very responsive and attentive to our needs. We've been working with them for over three years now and are very happy with the follow up and prompt response to any issues. They were also quick to come out and help us with trees that had fallen after hurricane Milton to make sure that we were OK Immediately after in areas that were common for traffic and sidewalks.

Let me know if you need additional information.
813-340-4609
Maria

Sent from my iPhone

From: Tuscany Lakes Manager
To: Erin Jones
Subject: [EXTERNAL] Re: IFB 25-024EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Friday, May 30, 2025
Attachments: image003.png
image002.png
Outlook-ywe125nl.png
Outlook-2clq13ap.png

You don't often get email from tuscanylakesmgr@fgcompanies.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 morning,

Please see the information you requested below.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Yes
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? Yes
7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay?
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide. Great service, excellent communication.

AnnMarie Guerra
Community Manager
Tuscany Lakes
3550 58th PL E
Ellenton, Florida 34222

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Notice of Recommended Award (NORA) for IFB 25-025EJ Landscape Maintenance & Mowing Services - East Zone

SUGGESTED ACTION: Authorize award and pursue a contract with Fast Lawnscapes.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-025EJ to select a contractor to provide Landscape Maintenance and Mowing Services - East Zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 982 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

All bidders were deemed responsive by Purchasing. Purchasing then checks the responsibility of the apparent low bidder, 4678 Landscaping Inc. 4678 Landscaping Inc. was deemed non-responsible for failing to meet all the requirements as required in Section 2.3.A Qualifications of the solicitation. Purchasing then moved on to check references of the next apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met.

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille will be sent the contract for review once authorized.

SUGGESTED MOTION:
Motion to authorize the award for IFB 25-025EJ and to pursue a contract with Fast Lawnscapes.

ATTACHMENTS:
25-025EJ NORA Packet

NOTICE OF RECOMMENDED AWARD

SOLICIATION #	25-025EJ		**TYPE:**	IFB – Invitation for Bids	
SOLICITATION TITLE	Landscape Maintenance & Mowing Services – East Zone				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
DEPARTMENT	Landscape and Grounds				
ADVERTISED DATE	4/24/2025		**RESPONSE DATE**	5/22/2025	
PRE-BID MEETING	☐ Mandatory ☐ Optional ☒ N/A			**ATTENDEES**	0
NOTIFICATIONS	22,844	**VIEWS**	982	**RESPONSES**	6

RESPONDENTS		
VENDOR	**LOCATION**	**TOTAL BID PRICE**
4678 Landscaping Inc.*	Plant City, FL	$83,011.00
Fast Lawnscapes	**Ellenton, FL**	**$100,138.00**
Wilhelm Bros. Inc.	Sarasota, FL	$167,673.00
Russell Landscape	Ruskin, FL	$228,429.00
BigKing Services	Winter Garden, FL	$244,385.05
Lawns Today, LLC	Palmetto, FL	$289,340.00

*Deemed non-responsible

RECOMMENDED AWARD
Fast Landscapes having submitted the lowest responsive and responsible bid, is recommended for award.

AUTHORIZATION		
Erin Jones	Erin Jones	06/04/2025
Procurement Official or Designee	Signature	Date

Revised 2/15/23

CITY OF BRADENTON

Procurement

Interoffice Memorandum

FROM: Erin Jones, NIGP-CPP, CPPB, Purchasing Manager

DATE: June 4, 2025

SUBJECT: Award Recommendation for 25-025EJ Landscape Maintenance & Mowing Services – East Zone

BACKGROUND:

On April 24, 2025, City of Bradenton advertised Invitation to Bid (IFB) 25-025EJ to select a contractor to provide Landscape Maintenance and Mowing Services - East Zone. Notice of this IFB was made through OpenGov (22,844 vendors were notified). 982 vendors viewed the solicitation, and 6 contractors submitted a bid. Because the specifications were clearly defined, the responsive and responsible contractor submitting the lowest price can be selected using the IFB process.

ANALYSIS:

All bidders were deemed responsive by Purchasing.

Purchasing then check the responsibility of the apparent low bidder, 4678 Landscaping Inc. 4678 Landscaping Inc. was deemed non-responsible for failing to meet all the requirements as required in Section 2.3.A Qualifications of the solicitation. Purchasing then moved on to check references of the next apparent low bidder, Fast Lawnscapes. Purchasing verified the references and found the requirements established in the solicitation documents were met. Copes of the reference checks and licenses are attached.

RECOMMENDATION:

Fast Lawnscapes, having submitted the lowest responsive and responsible bid, is recommended for award.

Licensed Pesticide Applicator Detail

Print Close

Applicator's Name	City, State
TORRES BALTODANO, JULIO	BRANDON,FL

License No.	License Status	License Type:
JE354679	Normal	ID Card/Pest Control

License Categories

Original Issue Date	Last Issue Date	Expiration Date
7/10/2024	7/10/2024	7/31/2025

Company Name

FAST LAWNSCAPES

Agent Count: 0

CERTIFICATE
OF COMPLETION

JULIO TORRES-BALTODANO

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Intermediate Course

.

Training Provider:

Tampa Bay Training
3204 W. DeLeon St. Unit B
Tampa FL 33609
Phone: 813-420-5891

Verify this Certificate by visiting www.motadmin.com

01/22/2024	01/12/2028	P. C	619122
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

845

Applicator's Name	City, State
MCMANUS, JASON PAUL	LARGO, FL

License Number	License Status	License Type
JF133754	Normal	Certified Pest Control Operator

Original Issue Date	Last Issue Date	Expiration Date
6/8/2005	9/24/2024	6/1/2025

Solicitation #: 25-025EJ Solicitation Title: Landscape Maintenance & Mowing Services – East Zone

OFFEROR	INTEREST IN COMPETITIVE BIDDING	SUNBIZ VERIFICATION	NON-COLLUSION AFFIDAVIT	PUBLIC ENTITY CRIMES	BREACH OF CONTRACT DISCLOSURE	ANTI-HUMAN TRAFFICKING	DRUG FREE	SCRUTINIZED COMPANY CERTIFICATION	LICENSES	REFERENCES	FEE SCHEDULE	RESPONSIVE (YES OR NO)	RESPONSIBLE (YES OR NO)	TOTAL BID PRICE	COMMENTS
4678 Landscaping Inc.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	$83,011.00	Deemed Non-responsible for failing to meet minimum qualifications
Fast Lawnscapes	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	$100,138.00	
Wilhelm Bros, Inc.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$167,673.00	
Russell Landscape Group	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$228,429.00	
BigKing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$244,385.05	
Lawns Today, LLC	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$289,340.00	

From:	Noppenberg, Michael
To:	Erin Jones
Subject:	[EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes Friday, May 30, 2025
Date:	
Attachments:	image003.png image002.png Outlook-5ssjru0i.png

[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.

Responses below.

Michael Noppenberg

Supervisor

Grounds Maintenance Department

School District of Manatee County

1 Matzke Way
Bradenton, FL 34208
941.708.8800 x-44240
Cell – 941.932.7671
Email: NoppenbergM@manateeschools.net

From: Erin Jones <Erin.Jones@bradentonFL.gov>
Sent: Friday, May 30, 2025
To: Noppenberg, Michael <NoppenbergM@Manateeschools.net>
Subject: RE: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes

***** **WARNING: This email was sent from a source outside of the School District of Manatee County!!**

Good Morning,

I am just following up on the below reference check for Fast Lawnscapes. Please answer the questions provided below.

Thanks,

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER:
Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Erin Jones
Sent: Thursday, May 22, 2025 3:30 PM
To: noppenbergm@manateeschools.net
Subject: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes **Importance:** High

Good Afternoon,

The City of Bradenton recently solicited services for Landscape Maintenance & Mowing Services – West Zone, and you were listed as a reference for Septentrion Horticulture Fund Inc. dba Fast Lawnscapes. At this time the City is looking to verify the references provided and the work that was completed for your firm. Please see the questions below and answer accordingly. The City asks that you please provide all your answers no later than May 29th. The City appreciates you taking time out of your day to complete this reference check.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Not sure what this means?
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6.

Were the listed services about a coverage area of 100 acres or greater per month? Yes

7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide? Fast Lawnscapes is under new ownership. The level of service has not changed from excellent thus far.

Thanks,



Erin Jones, NIGP-CPP, CPPB
Purchasing Manager
941-932-9467
941-290-9341
101 Old Main Street, Bradenton, FL 34205
Erin.Jones@BradentonFL.gov

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From: Maria Cabrera
To: Erin Jones
Subject: Re: [EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Tuesday, June 3, 2025

[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.

See below
Sent from my iPhone

Maria,

Could you please answer the questions below in a yes or no fashion? I appreciate you taking time out of your day to complete this.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Yes
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? No
7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay? N/A
10. Were there any change orders issued against the contract? None
11. Is there any additional information you would like to provide? They are hard working and do a great job.

From: Tuscany Lakes Manager
To: Erin Jones
Subject: [EXTERNAL] Re: IFB 25-025EJ Landscape Maintenance - Reference Check for Fast Lawnscapes
Date: Friday, May 30, 2025
Attachments: image003.png
image002.png
Outlook-ywe125nl.png
Outlook-2clq13ap.png

You don't often get email from tuscanylakesmgr@fgcompanies.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 morning,

Please see the information you requested below.

1. Have they provided mowing services? Yes
2. Did the services provide maintenance of Traffic? Yes
3. Did they provide litter removal and disposal services? Yes
4. Did they provide trimming services? Yes
5. Did they provide edging and clean up services? Yes
6. Were the listed services about a coverage area of 100 acres or greater per month? Yes
7. Was this work completed within the past 7 years? Yes
8. Was the work completed on time? Yes
9. If it was not completed on time what was the delay?
10. Were there any change orders issued against the contract? No
11. Is there any additional information you would like to provide. Great service, excellent communication.

AnnMarie Guerra
Community Manager
Tuscany Lakes
3550 58th PL E
Ellenton, Florida 34222

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to PB-22-007TWS with Consolidated Resource Recovery, Inc.

SUGGESTED ACTION: Approve the Agreement for the Mayor's signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City and Contractor entered into PB-22-007TWS (the "Contract"), whereby Contractor was to provide the City with the service of receiving and processing the City's vegetative debris on an as-needed basis to include materials, labor and equipment necessary to provide the services.

This amendment is to extend the current agreement. This Amendment shall relate back and become effective on February 21, 2025 and expire of February 21, 2028.

FINANCIAL IMPACT:
(Landscape & Grounds) Vegetative debris disposal Fund 001 (General Fund), Cost Center 57200 (PWU Landscape & Grounds), 534000 (Contractual Services)

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Second Amendment to PB-22-007TWS with Consolidated Resource Recovery.

ATTACHMENTS:

Second Amendment to PB-22-007TWS with Consolidated Resource Recovery, Inc.

Second Amendment to PB-22-007TWS between Consolidated Resource Recovery, Inc. and the City of Bradenton

This SECOND AMENDMENT TO PB-22-007TWS (the "Amendment"), is made this 11th day of June 2025, 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 CONSOLIDATED RESOURCE RECOVERY, INC., a foreign corporation authorized to do business in the State of Florida (hereafter referred to as "Contractor), with a principal office located at 3025 Whitfield Avenue, Sarasota, Florida 34243.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-007TWS (the "Contract") on January 12, 2022, whereby Contractor was to provide the City with the service of receiving and processing the City's vegetative debris on an as-needed basis to include materials, labor and equipment necessary to provide the services;

WHEREAS, the initial term of the Contract expired on February 21, 2022; however, the Contract provides the option to renew for two (2) additional 3-year periods;

WHEREAS, the Parties previously exercised one (1) of the two (2) renewals to extend the term of the Contract to February 21, 2025;

WHEREAS, the Parties desire to exercise the second renewal to extend the term of the Contract for an additional three (3) year period; and

WHEREAS, the City and the Contractor desire that, except as amended by the terms of this Amendment, 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 Amendment.

2. **Modifications to the Contract**. The following provisions of the Contract are hereby modified as follows and shall prevail over any conflicting terms within the Contract:

    a. Term. Pursuant to the First Amendment to the Contract, dated April 10, 2024 , the Contract expired at 11:59 p.m. on February 21, 2025. This Amendment shall relate back and become effective on February 21, 2025, and will expire at 11:59 p.m. on February 21, 2028, without regard to the date of execution.
    b. **Exhibit B - Fee Schedule,** as of effective date of this Extension, is attached hereto and incorporated herein as Exhibit B - Fee Schedule.

3. **Affirmation**. Except as amended by the terms of this Amendment, 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 Amendment 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 Amendment 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 Amendment upon the terms and conditions above stated, this 11th day of June, 2025.

Jeremy Pfeifer, as CFO
of Consolidated Resource Recovery, Inc.

6/2/25
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones

Erin Jones, CPPB, NIGP-CPP
Public Works and Utilities, City of Bradenton

06/04/2025
Date

5185482v1

Form#1 – Bid Form

EXHIBIT B

Company Submitting Bid: Consolidated Resource Recovery, Inc

Bid# 19-04TS **Name of Bid** **Vegetative Yard Waste Processing Service**

The successful bidder shall be responsible for furnishing and delivering to the City of Sarasota requesting Department commodity, services, or construction services as specified in the Scope of Work as per specifications. There may be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the City and the vendor at the time of the extension or renewal.

Item #	*Description*	*Unit of Measure*	*Unit Cost*	*Total Cost*
1.	Cost for vegetative debris only	PER TON	41.56	
2.	Cost for vegetative debris collected in plastic bags	PER TON	41.50	
3.	Cost for the City to purchase any mulched products from the vendor (if applicable)	PER YARD		
4.	Processed vegetative materials mulch	PER YARD	2.00	
5.	Pine park mulch (large nuggets) (vendor to indicate size)	PER YARD		
6.	Pine park mulch (large nuggets) (vendor to indicate size)	PER BAG		
7.	Pine Park mulch (small nuggets) (vendor to indicate size)	PER YARD		
8.	Pine Park mulch (small nuggets) (vendor to indicate size)	PER BAG		
9.	Melaleuca mulch	PER YARD		
10.	Melaleuca mulch	PER BAG		
11.	Other mulch (indicate size)	PER YARD		
12.	Other mulch (indicate size)	PER BAG		
	Grand Total			

Amount Written Item #1: $37.00/ton; Item #2: $41.50/Ton; Item #4: $2.00/CY

Please include this page with your bid package.

February 13, 2025

City of Sarasota
1565 1st Street, Room 205
Sarasota, FL 34236

Attn: Douglas Jeffcoat, Director of Public Works
Attn: Todd Kucharski, GM Public Services
Attn: Samuel Thompson, Professional Buyer

Re: Contract 19-04TS for Vegetative Yard Waste Processing Service – Contract Extension & CPI Increase

Dear Mr. Jeffcoat, Mr. Kucharski and Mr. Thompson,

Please let this letter serve as our intention to extend the contract (19-04TS) for the second and final extension, the new term would be February 22, 2025, through February 21, 2026.

Per the terms in the original contact in section 3. (Payment), Consolidated Resource Recovery would like to request the annual CPI increase set forth in Exhibit B based upon the percentage change in Consumer Price Index (CPI) for All Urban Consumers – South Urban Region, all items not seasonally adjusted, 1982-1984=100 reference base, published by the Department of Labor, Department of Labor Statistics (Series ID=CUUR0300SA3/CPI-U) with a cap of three percent (3%) increase annually. Please see attached.

The increase over the last year has been 2.8%, therefore we are requesting a 2.8% increase. With a 2.8% increase, the vegetative debris only rate would increase from $40.43/ton to 41.56/ton.

If there is further information needed, please do not hesitate to contact me.

We look forward to continuing our partnership for another year.

Regards,

Tara Kidd
SVP, Accounting
Tara.Kidd@Veransa.com
813-995-5992
Consolidated Resource Recovery, Inc, DBA Veransa Group

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: License Agreement for the Manatee Technical College/City of Bradenton Law Enforcement Training Center

SUGGESTED ACTION: Approval of the license agreement and acceptance of the Chief of Police to execute on behalf of the City of Bradenton.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
License Agreement for the use of the Manatee Technical College/City of Bradenton Law Enforcement Training facility for third-party (other governmental entities) users of the facilities.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the agreement.

SUGGESTED MOTION:
Motion to approve the License Agreement and acceptance of the Chief of Police to execute on behalf of the City of Bradenton.

ATTACHMENTS:
License Agreement

LICENSE AGREEMENT FOR THE MANATEE TECHNICAL COLLEGE/CITY OF BRADENTON LAW ENFORCEMENT TRAINING CENTER

This License Agreement (hereinafter "Agreement") for the Manatee Technical College/City of Bradenton Law Enforcement Training Center (hereinafter "Facility") is made and entered into this _____ day of _____, 20___, by and between the City of Bradenton, a Florida municipality existing under the laws of the State of Florida, the School Board of Manatee County, a public body corporate, existing under the laws of the State of Florida (collectively hereinafter referred to as "Licensors"), and _____ (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensors own and operate a firearms training facility known as the Manatee Technical College/City of Bradenton Law Enforcement Training Center, located at 38626 Taylor Road, Myakka City, Florida 34251, for the primary benefit of the Bradenton Police Department and the Manatee Technical College Law Enforcement Academy; and

WHEREAS, Licensee is desirous of using the Facility for the continued marksmanship, driving skills and training of its employees; and

WHEREAS, Licensors have the power to grant this license to Licensee to use the Facility subject to the terms and conditions contained herein.

IN CONSIDERATION of the covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, Licensors and Licensee do mutually agree as follows:

Section 1. PREMISES AND PERMITTED USE

1.01 Licensors grant Licensee a revocable license to use in common with others the Facility,which includes a firearms range, a driving pad, a simulation house, and a classroom.

1.02 In order to use the Facility, Licensee must schedule the dates and times for such use with the designated Range Officer (exceptions may be made for law enforcement involved shootings). Use of the Facility by Licensee is restricted to the normal Facility operating hours of 7:00 a.m. to 10:00 p.m., subject to availability. The designated Range Officer will schedule the use of the Facility on a first-come, first-serve basis. However, Licensors shall have priority over Licensee in the use of the Facility at all times and Licensee shall not interfere with any use of the Facility by Licensors at any time. Licensee acknowledges and agrees that portions of the Facility may be scheduled for other events at the same time as Licensee, as long as a safety conflict does not arise.

1.02 Only Licensee's sworn personnel and Police Explorers associated with Licensee will be authorized to use the Facility. Sworn personnel are defined as a law enforcement officer, a part-time law enforcement officer or a reserve law enforcement officer as set forth in Section 943.10, Florida Statutes. All Police Explorers will be required to sign a separate release and waiver of liability, along with their parent/guardian, prior to using the Facility.

Section 2. TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a twelve (12) month period from _____ _____, 20___ through _____ _____ _____, 20___. The term of this Agreement may be extended by Licensee for one additional twelve (12) month period by providing written notice to the Licensors no less than 30 days prior to the end of the original term, subject to the approval of the Licensors. However, either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.

Section 3. DUTIES AND RESPONSIBILITIES OF LICENSEE

3.01 At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall provide the following at its own expense:

(a) A firearms instructor(s) qualified by the Florida Criminal Justice Standards and Training Commission (CJSTC) or other qualified subject-matter expert;

(b) Targets/Backers;

(c) Gun cleaning equipment;

(d) Eye protection, and ear protection; and

(e) Ammunition pre-approved by the Range Officer for use at the Facility.

3.02 At all times during Licensee's use of the Facility, and as a condition of such use, Licensee shall ensure its certified instructor(s) and employees comply with the following:

(a) Licensee shall not use the Facility unless Licensee's certified firearms instructor(s) are present.

(b) Shotguns using 00 buck loads may be fired only within a distance where the shooter can maintain shots on the target.

(c) Machine guns may be fired in full automatic mode only within a distance where the shooter can maintain shots on the target. Firing shots from machine guns from any other location is prohibited.

(d) All employees and other personnel using the Facility will fire only from distances where they can maintain shots within a standard target. For example, if an individual can maintain shots within the target from distances of 15 yards, but is unable to do so at distances beyond 15 yards, that individual would not be authorized to shoot from beyond the 15 yard line until training and practice have increased the individual's skills to the point that shots could be kept in the target from distances beyond the 15 yard line. It is the responsibility of the Licensee to ensure that the Licensee's certified instructor(s) and employees meet and enforce this standard.

(e) Firearms or other equipment may be cleaned only in the designated area of the range. The cleaning of firearms in any other area is prohibited.

(f) Eye and ear protection must be worn within 100 yards of any person discharging a firearm.

(g) The Facility must be cleaned prior to vacating the Facility. Such cleaning includes, but is not limited to picking up all shell casings and live ammunition; removal of all targets; cleanup of all trash, cups, papers, training aids, eye and ear protection, spills and stains; and securing of audio/visual equipment.

(h) Use of chemical agents at the Facility is restricted to O.C. spray/foam familiarization training. All other chemical agents are prohibited. O.C. spray may be used only in areas designated by the Range Officer. Use of O.C. spray in the range is prohibited.

(i) Licensee will ensure that all vehicles are parked in designated parking areas as assigned by Licensor.

(j) Licensee shall not store any firearms, ammunition, targets, cleaning equipment or training equipment at the Facility.

(k) All CJSTC-FDLE firing range rules will be in effect.

(l) When not on the designated firing line, all handguns will be holstered. All long guns will be carried with the empty chamber exposed and, if applicable, the magazine removed.

(m) The barrel and chamber of the weapon should be visually inspected prior to loading before the first round of the training.

(n) All firing will be at targets as directed by the firearms instructor. No weapon will be pointed above a horizontal plane unless directed to do so by the firearms instructor.

(o) Firing from places other than the firing line is prohibited unless part of an approved advance shooting course.

(p) No one will go forward of the designated firing line without permission of the firearms instructor. All dry firing must be done at firing points, the same as live firing. Cease fire means no more rounds will be fired.

(q) At all time, firearms will be treated as though they are loaded.

(r) The use of cell phones or smart phones is prohibited while on the firing line with the exception of firearms instructors using cell phones for timing or video.

3.03 A breach of any of the restrictions contained in Section 3.02 or elsewhere in this Agreement shall be considered a default of this Agreement and will result in Licensor's immediate termination of this Agreement and Licensee's license to use the Facility.

3.04 Any costs incurred by the Licensor due to damage any Facility equipment resulting from the Licensee's use of the Facility shall be reimbursed by the Licensee to the Licensor within 30 days of an uncontested invoice for such costs.

3.05 Accidental discharges shall be reported to the range officer as follows:

(a) Shots fired on the range and contained within the range that do not cause any injury or property damage do not require reporting. However, any injuries, damage to property, or shots fired anywhere outside of the range or that may have escaped containment of the range must be reported to the range officer immediately and will require a written report; and

(b) Licensee's employees and/or personnel involved in or witnessing a reportable accidental discharge will remain at the Facility, unless injured, to complete any necessary reports. Licensee's employees and personnel, and any other witnesses, are required to assist in the reporting process, give a statement, and make their firearm available for inspection and testing.

3.06 Licensee shall abide by all rules and regulations that Licensor may from time to time make or adopt for the care, protection and operation of the Facility.

Section 4. DUTIES AND RESPONSIBILITIES OF LICENSOR

Licensor shall provide the following:

(a) A range and/or a driving pad and/or simulation house;

(b) A range officer to demonstrate the proper use of Facility equipment; and

(c) A classroom for training, if available.

Section 5. COMPENSATION

5.01 The following rates will be in effect for the term of this Agreement:

(a) Classroom -	$30.00/hour
(b) Driving Pad -	$50.00/hour (4 hour minimum)
(c) Driving Pad (CJ Training Center -	$250.00/day
(d) Shoot House (Sim Rounds Only) -	$25.00/hour (4 hour minimum)
(e) 50 Yard Pistol Range -	$30.00/hour (4 hour minimum)
(f) 50 Yard Pistol Range (CJ Training Center) -	$150.00/day
(g) 200 Yard Rifle Range -	$35.00/hour (2 hour minimum)
(h) Weekend Premium -	$20.00/hour additional
(i) Range Cleanup Fee (if Licensee fails to cleanup)	$200.00

Section 6. INDEMNIFICATION

6.01 To the fullest extent permitted by laws and regulations, Licensee agrees to protect, defend, reimburse, indemnify, save and hold Licensor, its officers, agents and employees and each of them, harmless from any and all claims, expenses, fines, costs, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever by reason of any damage to property, including loss of use; or any damage to the environment, including any environmental contamination; or any bodily injury, including death, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whatsoever, or any governmental agency, which may arise out of, in connection with, or because of the use or occupancy of the Facility, including but not limited to, the Facility, the exterior of the Facility and grounds, parking areas, pedestrian walkways, vehicular paths and grassy areas, by Licensee or its instructor(s), officers, agents, employees, invitees or guests; or Licensee's acts, omissions or performance of this Agreement; or such other acts or omissions of Licensee's instructor(s), officers, employees, agents, subcontractors, guests, invitees, or anyone directly or indirectly employed by Licensee. Licensee shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, reasonable attorney's fees, including attorney's fees on appeal, and costs to defend all claims or suits in the name of Licensor, when applicable.

6.02 Licensee agrees to defend all actions in the name of Licensor provided, however, that Licensor reserves the right to select its own legal counsel to conduct any defense in any such proceeding. All costs and fees associated therewith shall be the responsibility of Licensee under this indemnification provision.

6.03 Nothing contained herein is intended nor shall it be construed to waive Licensor's or Licensee's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time. The provisions of this Section shall survive the execution, delivery

and performance of this Agreement. Compliance with the insurance requirements as attached hereto will not relieve Licensee of its liability or obligation to indemnify Licensor as set forth in this Section.

Section 7. INSURANCE

7.01 Licensee will maintain the following limits and coverage uninterrupted or without amendment throughout the term of this Agreement. In the event Licensee becomes in default of the following requirements, Licensor reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Licensor is an additional insured.

7.02 Required Coverage – Minimum Limits

(a) Commercial General Liability – The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the operations performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting from, arising out of, or in connection with, ongoing operations performed by, or on behalf of, the Licensee under this Agreement or the use or occupancy of the Facility by, or on behalf of, the Licensee in connection with this Agreement.

	Agreement Specific
General Aggregate	$1,000,000
Each Occurrence	$1,000,000

(b) Workers' Compensation and Employer's Liability – The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by Licensee during the term of this Agreement for all employees engaged in operations under this Agreement. The limits of coverage will not be less than:

Part One (Workers' Compensation): Florida Statutory
Part Two (Employer's Liability):

Each Accident	$100,000
Disease – Policy Limit	$500,000
Disease – Each Employee	$100,000

(c) Business Automobile Liability – The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) will be maintained in force by Licensee during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, and hired vehicles. The limits of coverage will not be less than:

Bodily & Personal Injury Combined Single Limit & Property Damage Liability Each Occurrence & Aggregate	$500,000

Section 8. ASSIGNMENT

Licensee will not assign this Agreement without the prior written consent of Licensor.

Section 9. USE OF PREMISES

Licensee shall allow no waste or injury to the Facility. In the event such waste or injury does occur upon the Facility as a result of misuse or neglect by Licensee's employees, personnel, or certified instructor(s), then Licensee shall be responsible for all necessary repairs to the Facility. Licensor shall determine the extent of repairs deemed necessary.

Section 10. ACCEPTANCE OF PREMISES

In executing this Agreement, Licensee agrees it has made a full examination and inspection of the Facility and equipment and that said Facility and equipment are adequate and in satisfactory condition for the uses contemplated and further that Licensee accepts said Facility and equipment AS IS. LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE FACILITY OR THE USE AND OCCUPANCY AUTHORIZED OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.

Section 11. ASSUMPTION OF RISK

LICENSEE HEREBY ACKNOWLEDGES AND ACCEPTS THAT ENTERING AND USING THE FACILITY AND TAKING PARTS IN ACTIVITIES AT THE FACILITY, WHICH INCLUDE, BUT ARE NOT LIMITED TO, INSTRUCTION AND TRAINING IN THE USE OF FIREARMS, THE DISCHARGE OF FIREARMS, THE FIRING OF LIVE AMMUNITIONS, DRIVING ACTIVITIES, AND ALL ASSOCIATED ACTIVITIES, ARE INHERENTLY DANGEROUS AND CONTAIN INHERENT RISK, INCLUDING THE RISK OF SERIOUS INJURY OR DEATH, THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE. UNDERSTANDING SUCH DANGERS AND RISKS, LICENSEE VOLUNTARILY AND FREELY ASSUMES ANY AND ALL SUCH RISK OR HARM, INJURY OR DEATH WHILE IT OR ANY OR ITS CERTIFIED INSTRUCTORS, AGENTS, EMPLOYEES, MEMBERS, INVITEES OR GUESTS ARE PRESENT AT OR USING THE FACILITY.

Section 12. COMPLIANCE WITH LAWS

Licensee shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Licensor and any other public authority which may be applicable to the use of the Facility by Licensee. Licensee shall obtain, at its expense, any and all required permits and licenses.

Section 13. LICENSE NOT A LEASE

This Agreement shall not be deemed to be a lease of the Facility by Licensor, but rather a revocable license granted to Licensee by Licensor to use and occupy the Facility under the terms and conditions stated herein. No leasehold interest in the Facility is conferred upon Licensee under the provisions hereof.

Section 14. ENTIRE AGREEMENT; NO ORAL MODIFICATION

This Agreement represents the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations or agreements, either written or verbal. This Agreement may not be altered, amended, modified or otherwise changed, nor may any of the terms hereof be waived, except by a written instrument executed by all parties. The failure of a party to seek redress for violations of, or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment in the future of any covenant, term, condition or election, but the same shall continue to remain in full force and effect.

Section 15. GOVERNING LAW AND VENUE

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Twelfth Judicial Circuit in and for Manatee County, Florida.

Section 16. SEVERABILITY

Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

Section 17. NOTICES

All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested to the following persons and address unless otherwise specified herein:

To Licensor
City of Bradenton Police Department
100 10th Street West
Bradenton, FL 34205
Attn: Chief of Police

And

School Board of Manatee County
Manatee County School Board
215 Manatee Avenue West
Bradenton, FL 34205
Attn: Superintendent

To Licensee

IN WITNESS THEREOF, the parties hereto have set their hands and corporate seals on this ___ day of _____, 20___.

CITY OF BRADENTON

_____
GENE BROWN, MAYOR

STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____ by _____, who is personally known to me.

(Stamp)

_____
Signature of Notary

_____
Type or print name of Notary

_____
Date of Commission Expiration (if not on stamp or seal)

SCHOOL BOARD OF MANATEE COUNTY

_____
JAY ROMINE, LAW ENFORCEMENT DIRECTOR

STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____ by _____, who is personally known to me.

(Stamp)

_____
Signature of Notary

_____
Type or print name of Notary

_____
Date of Commission Expiration (if not on stamp or seal)

NAME OF AGENCY:

_____
, TITLE

STATE OF FLORIDA
COUNTY OF MANTEE

The foregoing instrument was acknowledged before me this _____ day of _____ 20_____ by _____, who is personally known to me.

(Stamp)

_____
Signature of Notary

_____
Type or print name of Notary

_____
Date of Commission Expiration (if not on stamp or seal)

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	June 11, 2025
SUBMITTED BY:	David Lindsey, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment 2 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan
SUGGESTED ACTION:	Council approval of Amendment 2 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:
FDEP revised standard language to the previously approved Grant Amendment 1 extending the grant expiration date and task due dates. No financial impacts will be made.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment 2 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan.

ATTACHMENTS:
Amendment 2 to Agreement No. 3PLN118

AMENDMENT NO. 2
TO AGREEMENT NO. 23PLN118
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 23PLN118 (Agreement), as previously amended, 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 City of Bradenton Comprehensive Vulnerability Assessment (Project), effective October 4, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, and Exhibit H, following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

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

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

4. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

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, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

7. Exhibit A, Progress Report Form Link, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form Link, 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 Link.

8. 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.

9. 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	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Gene Brown, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

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

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	3-B	Second Revised Grant Work Plan (6 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	H-1	Revised Contractual Services Certification (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 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 invoice payments 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 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 Development, 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 Development 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN118

ATTACHMENT 3-B

PROJECT TITLE: City of Bradenton Comprehensive Vulnerability Assessment

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

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will conduct the City of Bradenton Comprehensive Vulnerability Assessment (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093 Florida Statutes (F.S.) as well as develop a preliminary Adaptation Plan (AP) for the City of Bradenton. The Project will also include public outreach and Peril of Flood compliance.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and

- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: Final Vulnerability Assessment Reports, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and

- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Preliminary Adaptation Plan

Description: The Grantee will complete a preliminary AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies for potential projects for each asset class as defined in subsection 380.093(2), F.S. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. A final Adaptation Plan will be provided in subsequent years.

Deliverables: The Grantee will provide the following:

- **8.1:** A summary of the adaptive capacities, prioritization of needs, and identification of strategies for the priority projects.

Task 9: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Department's Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: 9.1: The Grantee will provide the draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

1. Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
2. Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
3. Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
4. A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60; and
5. A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.

6. Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. 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 non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. 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 percent (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. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, 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. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

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 Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. 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	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$6,000	$3,000	$9,000	7/1/2022	3/31/2026
2	Public Outreach Meeting #1	Contractual Services	$2,000	$1,000	$3,000	7/1/2022	3/31/2026
3	Acquire Background Data	Contractual Services	$38,000	$19,000	$57,000	7/1/2022	3/31/2026
4	Exposure Analysis	Contractual Services	$16,000	$8,000	$24,000	7/1/2022	3/31/2026
5	Sensitivity Analysis	Contractual Services	$18,000	$9,000	$27,000	7/1/2022	3/31/2026
6	Public Outreach Meeting #2	Contractual Services	$2,000	$1,000	$3,000	7/1/2022	3/31/2026
7	Final Vulnerability Assessment Reports, Maps, and Tables	Contractual Services	$24,000	$12,000	$36,000	7/1/2022	3/31/2026
8	Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2022	3/31/2026
9	Peril of Flood Compliance	Contractual Services	$4,000	$2,000	$6,000	7/1/2022	3/31/2026
		Total:	**$120,000**	**$60,000**	**$180,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

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 and 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
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 $1,000,000 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 $1,000,000 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 $1,000,000 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 non-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 time the reporting package was delivered to the recipient and any 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
				$	
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
Original Agreement	Florida Department of Environmental Protection	22.23	37.098	Resilient Florida Programs	120,000.00	140078
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	$120,000.00	

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

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

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.

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

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. 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 submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. 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.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must 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) 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."

6. 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 Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. 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.

8. 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.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. 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 Section 380.0937, Florida Statutes, 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 standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. 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 required, acquired, and approved permits for the project.

13. 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).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

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 progress report 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

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: 23PLN118

Project Title: City of Bradenton Comprehensive Vulnerability Assessment

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 4. 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. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 25-57 - PUBLIC HEARING - Presentation Upon Request

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-57, Case PLN-SUP-24-0009. If the action is to approve, the following are recommended stipulations for approval:

a. The sidewalk café is permitted no more than 7 tables and 28 chairs.
b. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
c. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
d. After the business is closed, all furniture (7 tables and 28 chairs) must be stored in the alleyway located to the south of the building. The tables shall be placed adjacent to the building unit and the alleyway gates shall be secured when the business is closed, as generally shown on the Site Plan attached hereto as Exhibit "B".
e. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
f. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of

the sidewalk café.

g. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
h. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use Permit application requesting permission to allow a sidewalk cafe with alcoholic beverages at 440 12th Street West.

While a sidewalk cafe has been in place at the subject property, the subject Special Use Permit will ensure compliance to City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-57 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-57
Application
Staff Report
Presentation

RESOLUTION 25-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0009 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 440 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OR PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008 (the "Property Owner" or "Applicant") owns the property located at 440 12th Street West, Bradenton, Florida (Parcel ID No 3318900002), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on May 21, 2025, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on June 11, 2025, 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 sidewalk café with alcoholic sales, as shown on the 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 City's professional staff recommended stipulations to consider for an approval.
e. 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.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. 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. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. 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 is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 7 tables and 28 chairs, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The sidewalk café is permitted no more than 7 tables and 28 chairs.
b. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
c. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
d. After the business is closed, all furniture (7 tables and 28 chairs) must be stored in the alleyway located to the south of the building. The tables shall be placed adjacent to the building unit and the alleyway gates shall be secured when the business is closed, as generally shown on the Site Plan attached hereto as Exhibit "B".
e. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

f. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
g. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
h. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent o/f such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11th DAY OF JUNE 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

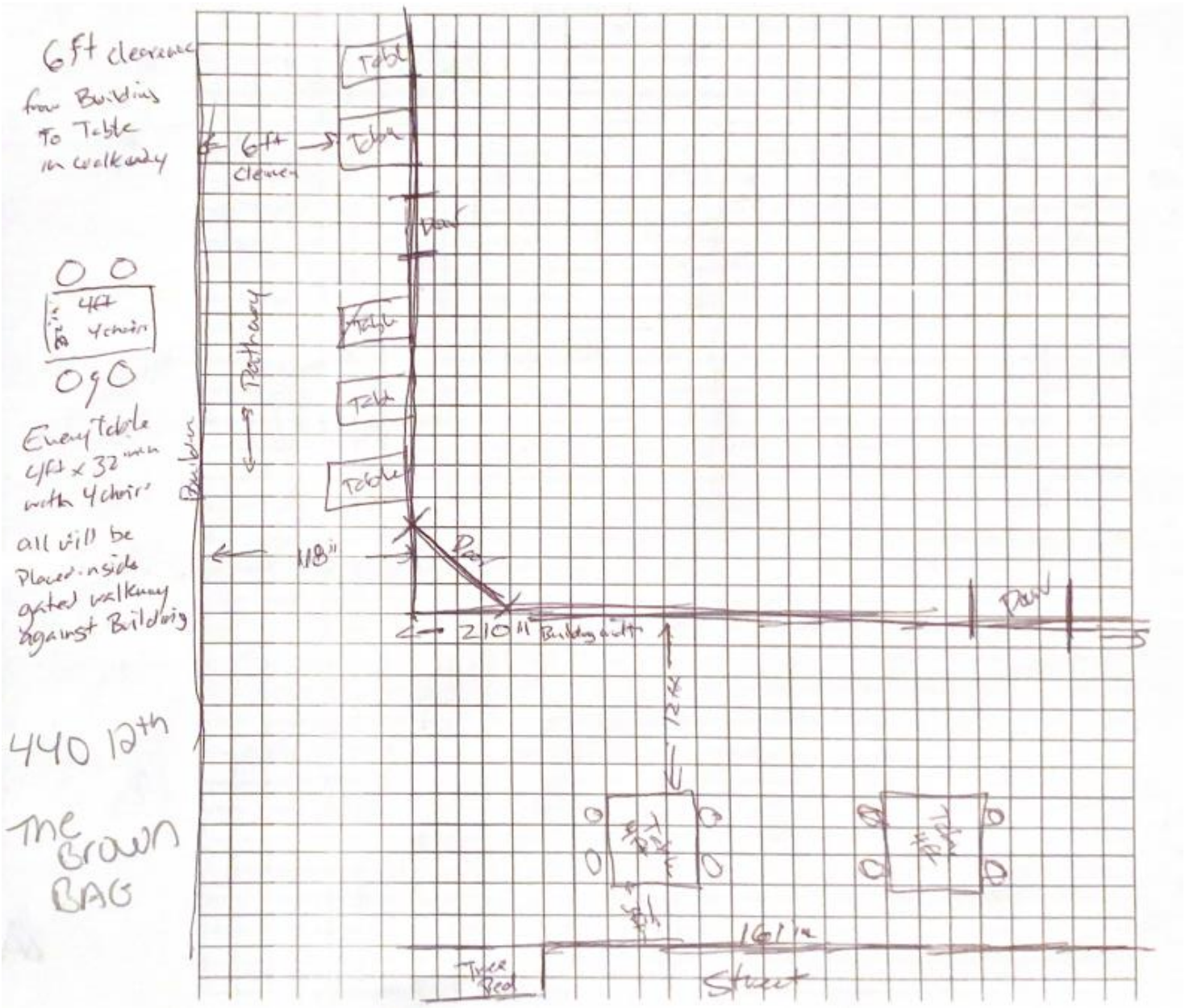
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3318900002:
A STRIP 9 3/4 FT WIDE OFF N END OF LOT 6, LOT 7 FULLER BLOCK
PI#33189.0000/2

EXHIBIT "B"


6ft clearance
from Buildings
To Table
in walkway
6ft
clearance
Table
Bar
Pathway
Table
Table
Table
Every Table
4ft x 32" max
with 4 chairs
all will be
Placed inside
gated walkway
against Building
118"
Bar
210" Building width
Park
12ft
4ft
16' 1"
Street
Trees
Bed
440 12th
The
Brown
BAG
N

PLN-SUP-24-0009

Menu Reports Help

File Date: 12/31/2024

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: We would like to have tables and chairs on the sidewalk.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date
430-440 auth form.pdf	PLANNING	Other	Agent Authorization...	application/pdf	Uploaded	03/24/2025
440 12 th st .pdf	PLANNING	Correspondence	Site plan	application/pdf	Uploaded	04/15/2025

Show all

Address: 440 12TH St W, BRADENTON, FL 34205

Owner Name: DELESLINE JAN R

Owner Address: PO BOX 283, TERRA CEIA, FL 34250

Parcel No: 3318900002

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Charles Ferrara	The Brown Bag	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
Restaurant >20 Seats	

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Greg DeLong	Ready for Pr...	04/21/2025	Greg DeLong
Case Manager	Greg DeLong	Ready for Re...	04/21/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Greg DeLong	Pass	04/21/2025	Greg DeLong
Review Consolidation	Greg DeLong	Scheduled fo...	04/21/2025	Greg DeLong
DRC				
Planning Commission	Greg DeLong			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 436 12th St

I, John DeLesline, the registered property owner(s) of the above noted property, do hereby authorize

Joseph Bennett — 430 - 440 12th Street
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.

AGENT AUTHORIZATION

P.O. Box 283 Terra Ceia, FL 34250
Signature of Owner(s) — Owner(s) Address (if different than property above)

P.O. Box 283 Terra Ceia, FL 34250
Signature of Agent — Agent Address and Phone

REQUIRED

NOTARY

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 8th day of January 2025, produced _____

Personally known

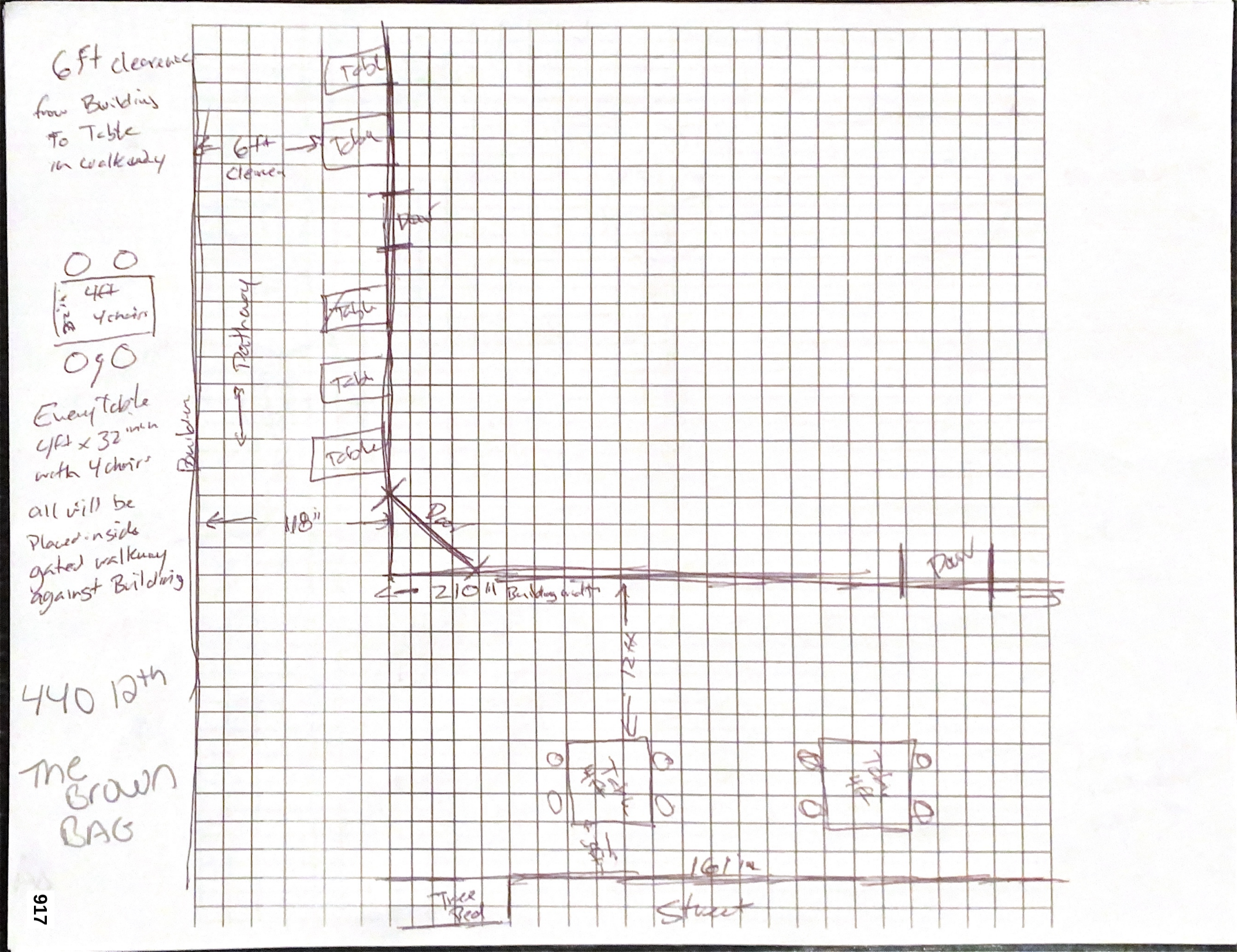
identification and who did (did not) take an oath:

Signature

JAN R DELESLINE
Notary Public
State of Florida
Comm# HH431320
Expires 8/8/2027

Print Name — Notary Public

State of Florida
My Commission Expires: _____


6ft clearance
from Building
To Table
in walkway
6ft
clearance
Table
Table
Door
Table
Table
Table
Pathway
Building
118"
Door
210 11" Building width
Door
12ft
4ft
4 chairs
Every Table
4ft x 32 inch
with 4 chairs
all will be
Placed inside
gated walkway
against Building
440 12th
The
Brown
BAG
Table
Table
16th
Street
Tyler
Red

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
June 11, 2025

Staff Report

Case Number: PLN-SUP-24-0009
Res. Number: 25-57
Applicant: Joseph Bennett (agent)
Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
Address: 440 12th Street West
Parcel ID No: 3318900002
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
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: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Joseph Bennett (agent) for The Brown Bag restaurant submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 440 12th Street West.

While a sidewalk café has been in place at the subject property, the Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West and an existing alleyway located to the south of the building unit.

Following is a summary of the request:

12th Street West:

- Area size: 17’-6” x 19’ (unit width and sidewalk depth).
- Number of Tables: 2-tables.
- Number of Seats: 8-chairs.
- Bussing and Hostess Stations: No.
- Table Umbrellas: No.
- Traversable Area: 12’ (minimum width)

Alleyway:

- Area size: 87’ x 9’-6” (unit length and sidewalk depth).
- Number of Tables: 5-tables.
- Number of Seats: 20-chairs.
- Bussing and Hostess Stations: No.
- Table Umbrellas: No.
- Traversable Area: 5’-6” (minimum width)

Both Locations:

- The applicant is requesting to store all the tables and chairs within the alleyway after the business is closed. The furniture will be placed up against the unit of 440 12th Street West.

There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their May 6, 2025, meeting and the Committee had no concerns with the proposed request.

On November 17, 2004, the subject property was before City Council for Special Use approval to allow a bar/lounge. As part of the approval (vote 3-2), City Council permitted 2 tables on 12th Street and an additional 6 tables in the alley.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

T4-S

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon

the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.
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 in the specific instance 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. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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):

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: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

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 use.

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: No new buildings will be constructed as part of the proposed use.

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: Requirement cannot be met due to the existing built environment.

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 ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5' of traversable space on the public sidewalk and within the alleyway.

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: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

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 appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

   Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

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: It appears that the proposed request is appropriate for the subject property and district.

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: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-57, Case PLN-SUP-24-0009 with the following stipulations:

a. The sidewalk café is permitted no more than 7-tables and 28-chairs.
b. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
c. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
d. After the business is closed, all furniture (7-tables and 28-chairs) must be stored in the alleyway located to the south of the building. The tables shall be placed adjacent to the building unit and the alleyway gates shall be secured when the business is closed.
e. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
f. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
g. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
h. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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": Proposed Overall Project Site Layout

EXHIBIT "E": City Council Meeting Minutes (November 17, 2004)

EXHIBIT "A"
Location Map

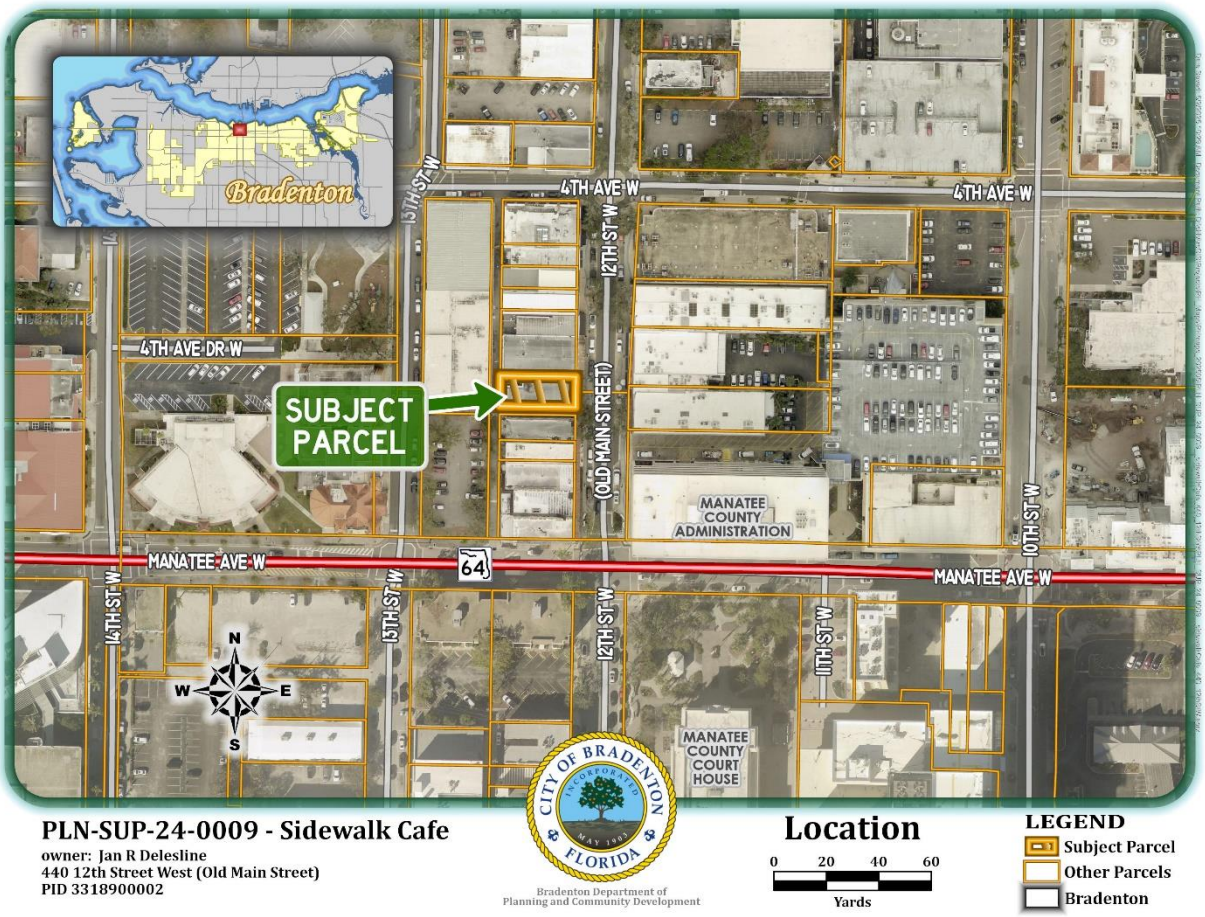


EXHIBIT "B"
Future Land Use Map

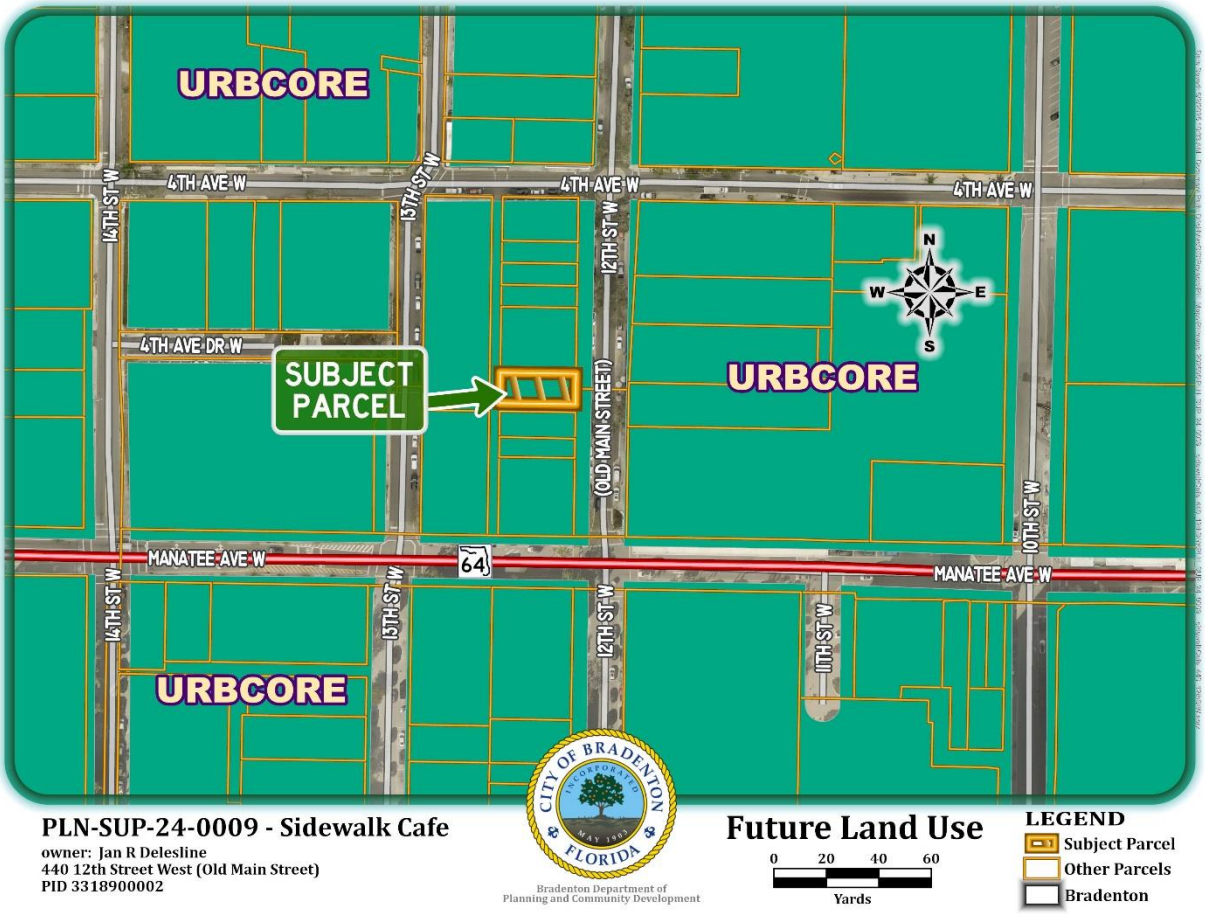


EXHIBIT "C"
Zoning Map

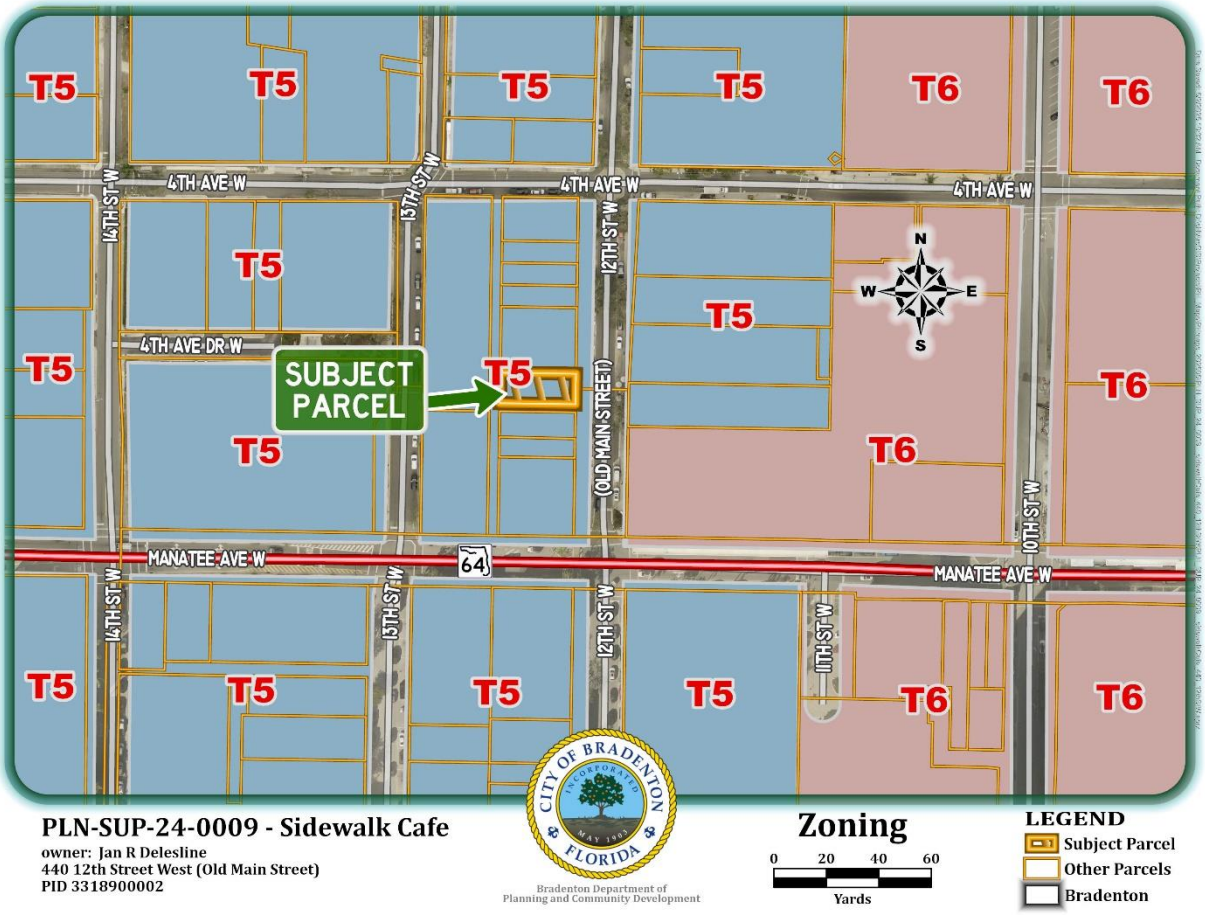


EXHIBIT "D"
Proposed Project Site Layout

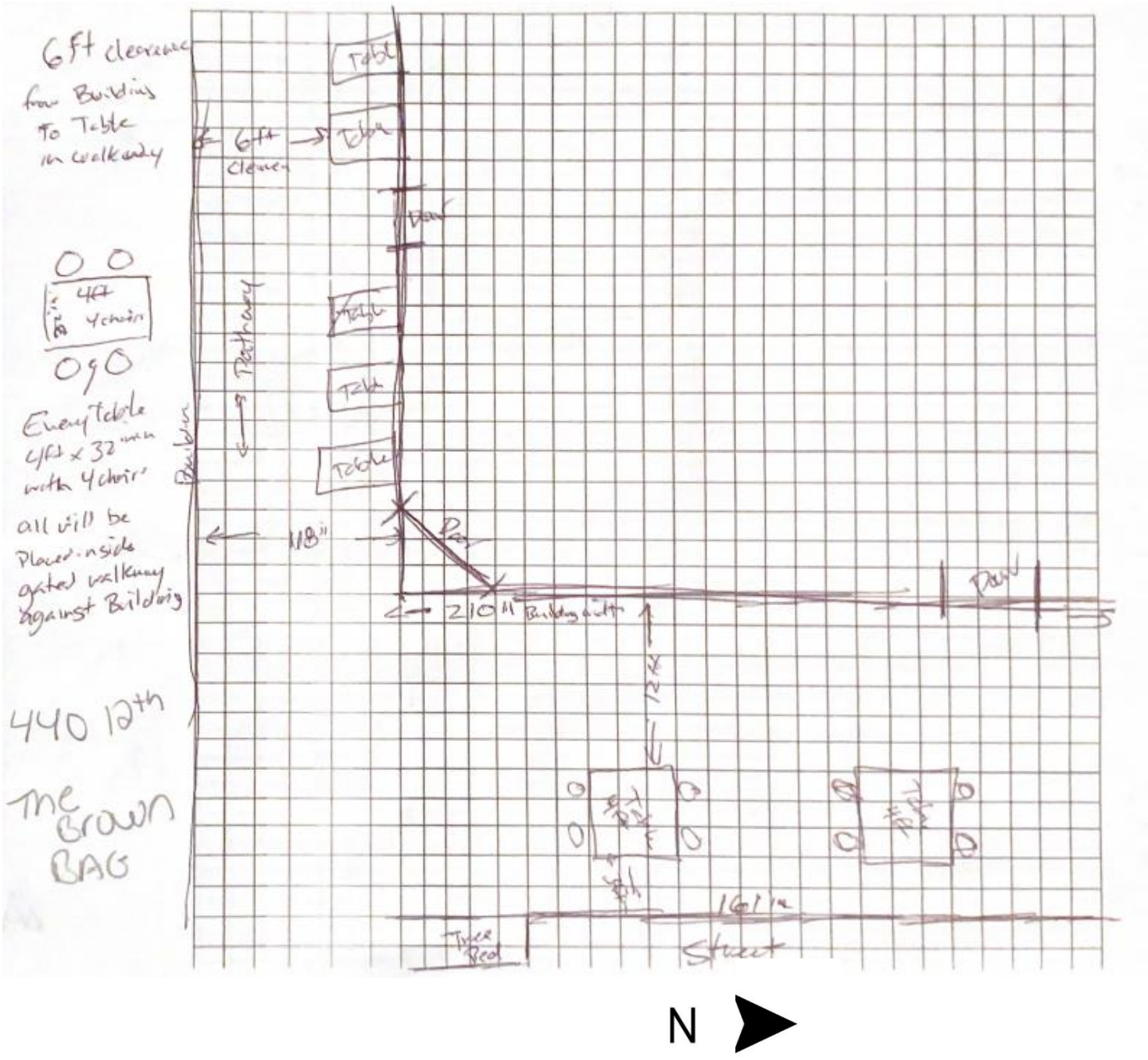


EXHIBIT "E"
City Council Meeting Minutes (November 17, 2004)

APPROVED BY

December 15, 2004

CITY COUNCIL

CITY COUNCIL MEETING
November 17, 2004

The City of Bradenton City Council met in regular session in the City Hall Council Chambers, 101 Old Main Street, Bradenton, Florida on November 17, 2004 at 6:00 p.m.

Present: Councilman Ward I Gene Gallo, Councilwoman Ward II Marianne Barnebey Councilwoman Ward III Michele Weaver, Councilman Ward IV Bemis Smith and Vice-Mayor and Councilman Ward V James T. Golden.

City Officials: Wayne Poston, Mayor, Carl Callahan, City Clerk and Treasurer, John Cumming, Public Works Director, William Lisch, City Attorney, Mark Souders, Fire Chief, Michael Radzilowski, Police Chief, Larry Frey, Development Services Director, Staci Cross, Information Technology Director and Carolyn Moore, Human Resource Director.

Press: Bradenton Herald and Manatee Herald Tribune

The meeting was called to order by Mayor Poston.
Invocation was led by Pastor Dee Graham, Transitions Church & Support Group.
Flag salute was led by Councilman Smith.

APPROVAL OF MINUTES:

APPROVAL OF MINUTES FOR OCTOBER 13, 2004.

No discussion followed.

MOTION TO APPROVE the October 13, 2004 minutes was made by Councilman Gallo/Councilwoman Weaver and carried 5-0 for approval.

APPROVAL OF MINUTES FOR OCTOBER 27, 2004.

Councilman Gallo abstained from voting as he was absence from the October 27th meeting.

MOTION TO APPROVE the October 27, 2004 minutes was made by Councilwoman Weaver/Councilman Smith and carried 4-0 for approval.

PRESENTATION:

PUBLIC WORKS EMPLOYEE OF THE MONTH

Employee of the Month – **Jose Chavez** from the Solid Waste/Recycling Division.

Mr. Callahan administered the Oath to any individuals who wished to speak during the public hearings.

CITIZEN COMMENTS:

Scoop Davis and Janene Martin, representing the Tamiami Business Association, with the assistance of Mayor Poston, presented a plaque to **Bradenton Police Detective William McKnight** for his outstanding service and dedication to the Tamiami Business District Association.

COUNCIL REPORTS:

Councilman Gene Gallo, Ward I: Wished everyone a Happy Thanksgiving and remarked that we all had a lot to be thankful for.

Councilwoman Marianne Barnebey, Ward II: Announced that the Florida Department of Transportation would be holding an informational meeting at Sugg Middle School regarding intersection changes and street improvements on Cortez Road from 14th Street West to 59th Street West.

Councilwoman Barnebey invited everyone to the Jingle Bell Walk/Run on December 2nd, the Boat Parade on December 3rd, and December 4th for the Winter Wonderland Street Festival, a fun family event on Old Main Street.

Councilwoman Weaver, Ward III: Invited everyone to attend on "All that Glitter" a social event on December 1, 2004 at the Evolve Wellness Studio and Spa on Riverside Drive. She stated that proceeds from selling Christmas Gifts would be given to Meals on Wheels.

Councilwoman Weaver presented to Mayor Poston several "Keys to the City" from the 1960's donated by Betty Strickland, the widow of Bill Strickland, a previous Ward III Council person.

Councilman Bemis Smith, Ward IV: Nothing to report.

Vice Mayor Golden, Ward V: Nothing to report.

Mayor Poston: Announced that the Christmas tree and street lights on Barcarrota Boulevard would be lighted in a ceremony Friday, November 26, 2004.

Mayor Poston announced that the "Feed the Hungry" Mayor Program included Manatee and Sarasota County with proceeds serving both Counties'.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS AND COMMUNICATIONS:

7a) FIRST READING OF ORDINANCE #2770

AN ORDINANCE AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES FOR THE CITY OF BRADENTON, FLORIDA, RELATING TO FIRE PREVENTION AND PROTECTION; PROVIDING FOR RECOGNITION OF FLORIDA FIRE PREVENTION CODE; PROVIDING REGULATIONS FOR PATH OF EGRESS; PROVIDING FOR APPLICATION TO PROPERTY OWNERS' PROPERTY AS WELL AS OTHERS; PROVIDING FOR CHANGES OF NAMES OF CODES; PROVIDING FOR CHANGE IN OCCUPANCY CLASSIFICATION; PROVIDING FOR REFERENCE OF STATE OF FLORIDA CHAPTER 471 OF FLORIDA STATUTES; PROVIDING AMENDMENTS OF

HEADINGS, REMOVING EXEMPTIONS FOR SMOKING AREAS; PROVIDING FOR WARNINGS AND FINES FOR FALSE ALARMS; PROVIDING FOR EXPANSION OF REQUIRED ACCESS OF FIRE APPARATUS; PROVIDING FOR REMOVAL OR MODIFICATION OF SPEED BUMPS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR ADDITIONAL REQUIREMENTS FOR AUTOMATIC VEHICLE ACCESS CONTROL GATES; PROVIDING FOR ADDITIONAL REQUIREMENTS FOR FIRE LANES; PROVIDING FOR REMOVAL OF REDUNDANT OR UNNECESSARY PHRASES; PROVIDING FOR ADDITIONAL CONDITIONS AND RESTRICTIONS ON MARKING OF OCCUPANCY FOR EMERGENCY USE; PROVIDING ADDITIONAL CONDITIONS AND RESTRICTIONS ON GENERAL REQUIREMENTS OF FIRE ALARM AND SYSTEM REQUIREMENTS; PROVIDING FOR ADDITIONAL CONDITIONS AND RESTRICTIONS FOR FIRE SPINKLER SYSTEMS; PROVIDING FOR ADDITIONAL APPLICATIONS OF CEASE AND DESIST ORDERS OR STOP WORK ORDERS; PROVIDING FOR ADDITIONAL PROHIBITED COOKING APPLIANCES AND HEATING DEVICES; PROVIDING AN EFFECTIVE DATE.

MOTION TO APPROVE the first reading and set the second reading and public hearing on December 15, 2004 was made by Vice Mayor Golden/Councilwoman Weaver and carried 5-0 for approval.

7b) AX-04-0003 SECOND READING OF ORDINANCE 2767 PUBLIC HEARING

AN ORDINANCE ANNEXING TO THE CITY OF BRADENTON, FLORIDA, CERTAIN LAND CONTIGUOUS THERETO, LOCATED AT 5716 21ST AVENUE WEST AND LEGALLY DESCRIBED.

Public hearing opened. Those in favor.

Stephen Thompson, representing the applicant requested approval and gave a brief description of the property to be annexed stating that the parcel would not create an enclave.

Those in opposition: Hearing none, public hearing closed.

Larry Frey stated that the Development Services Staff recommended approval with no stipulations.

MOTION TO APPROVE AX 04-0003, Ordinance 2767 was made by Councilman Gallo/Councilwoman Barnebey and carried 5-0 for approval.

7c) PR-04-0005 WARD 3 NEIGHBORHOOD 1.01 RS PUBLIC HEARING

Request of Mark A. Jonnatti, AIA, of Jonnatti Architecture Inc., agent for Point Pleasant Partners, LLC, owner for preliminary approval for a 17 unit residential Planned Development Project on the property located at 1618 and 1720 1st Avenue West. (Zoned R-3B)

Public hearing was opened. Those in favor.

Ed Vogler, representing the applicant gave a brief description of the three story project and displayed renderings showing the building site plan with landscape design.

Gary Schmeikel, of Point Pleasant Partners LLC, owner of the property stated that most of the neighbors surrounding this project had voiced their approval of the planned upscale project which would replace two dilapidated houses.

John Moody, John Moody & Associates, Landscape Architecture gave a brief description of the landscaped planned for the project.

Richard Stagner, Point Pleasant resident, representing the Historical Point Pleasant Home Owners Association, **Barbara McGould, Linda Hale**, **Judith Alvis** and **Sheila Leach**, Point Pleasant residents, spoke in favor of the project stating that the developer was working hard to meet the concerns voiced by the neighborhood residences. They stated that the project would remove old dilapidated homes and begin to revitalize this area not only aesthetically but also increase the value of the homes.

Those in opposition.

Debra Schreiber, Point Pleasant resident, representing other Point Pleasant residents voice her concerns that the development was inconsistent with the Comprehensive Plan and was incompatible with existing surrounding homes.

Ed Vogler, in rebuttal, addressed the deed restrictions stating the developers owned the property with an insured title with no restrictions. He addressed the compatibility, as the units removed were multi family units and that the historical issues of buildings were in extreme disrepair and would cost an exorbitant amount to renovate.

Lengthy discussion: Historical preservation, set back requirements, deed restrictions, tree removal and on-street parking for the development.

Questions were asked by Council and answers given by Larry Frey, Matt McLachlan, Ruth Seewer and Chief Souders regarding zoning, set backs, curb cuts, on-street parking and emergency vehicles accessibility.

Public hearing closed.

Larry Frey stated that the project met the City's Land Use Regulations requirements for parking spaces and stated that stipulation six (6) could be eliminated as no parking on the street already had a limitation of parking on one side of the street as this was a fire access issue.

Larry Frey stated that the Department of Development Services staff and the Planning Commission recommended approval with **four (4) stipulations**.

1. Add note to site plan that entry signage shall not exceed 32 square feet.
2. Add note and detail to landscape plan that "a root control barrier would be placed on all live oaks indicated within 1 foot of the masonry wall and sidewalks.
3. Add note to site plan that the swimming pool would be enclosed according to the requirements of Section 501(B)(2)(b) and (c).
4. The applicant would make repairs to existing sidewalks on subject property (in the first quarter of 2005).

The Planning Commission recommended **two additional stipulations**.

5. Utilities would be buried underground.

Larry Frey stated that the Department of Development Services staff did not recommend the following Planning Commission stipulation:

~~6. No on-street parking would be allowed on either side of 1st Avenue West between 17th Street West and 18th Street West.~~

MOTION TO APPROVE PR-04-0005 as recommended by the Department of Development Services staff and Planning Commission with five (5) stipulations was made by Councilwoman Weaver/Vice Mayor Golden and carried 5-0.

7d) MA-04-0004 WARD 4 NEIGHBORHOOD 20.03 RS PUBLIC HEARING

Request of Jerry Zoller, agent for Bright House Networks, owner for a major amendment to a Planned Development Project to allow outdoor storage on the property located at 5413 S.R. 64 East. (Zoned PDP)

Public hearing was opened. Those in favor.

Stephen Thompson, attorney and **Jerry Zoller,** agents for Bright House Networks, displayed renderings and gave a brief detail of the project for a 39,000 square foot outdoor storage facility behind the existing Bright House Building.

Lengthy discussion: Retention pond, fence height, landscaping and the distance of storage facility from State Road 64.

Larry Frey commented that he would like to see some guidelines implemented in this area which was the east corridor into the city.

Those in opposition. Hearing none. Public hearing closed.

Ruth Seewer, Development Review Manager addressed the Planning Commission stipulation regarding stipulation #2 that the use would be reviewed in two years as this would be a way to check on the outside storage and its use because of the concerns voiced by the Planning Commission.

Larry Frey gave the Department of Development Services staff report and stated that the staff recommended denial of the project based on the following **three (3) Findings of** Fact:

1. The proposed amendment was inconsistent with the Comprehensive Plan.
2. The light industrial nature of proposed outdoor storage was incompatible with the surrounding commercial /professional businesses and the adjoining residential/ agricultural uses.
3. Typically outdoor storage was not compatible with the architectural themes desired by the city for this corridor.

Larry Frey recommended revising #2 as followed: The outdoor use would be 100% opaque from public view.

The Planning Commission recommended approval with the following **three (3) stipulations:**

1. Southwest Florida Water Management District approval was required.
~~2. The use would be reviewed in two (2) years~~ (replaced with:)
2. The outdoor use would be 100% opaque from public view.
3. No stored materials would extend higher than the fence.

Motion for denial as recommended by the Department of Development Services staff with concerns for outdoor storage facilities in this corridor on State Road 64 was made by Councilman Smith and died for a lack of second.

Discussion: A previous Council approval for a storage facility on State Road 64 on the west side of town in Ward I had set precedence.

Councilwoman Barnebey voiced her concern for setting precedence in this corridor of the city and would not support the motion for approval.

MOTION TO APPROVE MA-04-0004 as recommended by the Planning Commission with three (3) stipulations to include changing #2 stipulation per Larry Frey was made by Councilman Gallo/Vice Mayor Golden and carried 3-2 with Councilwoman Barnebey and Councilman Smith in opposition.

7e) AB-04-0005 WARD 1 NEIGHBORHOOD 4.07 RS PUBLIC HEARING

Request of Robert Woodson of Woodson Brothers' Seafood Grille, owner, for the expansion of a 4-COP/SRX license (sale of beer, wine and liquor for consumption on premises) for outdoor seating on the property located at 7423D Manatee Avenue West (Zoned C-1)

Public hearing was opened. Those in favor.

Steve Lewis, representing the Woodson Brothers restaurant requested approval for outdoor seating to provide a designated smoking area and to serve alcohol outside.

Those in opposition. Hearing none. Public hearing closed.

Ruth Seewer gave the Department of Development Services staff report and stated that the Department of Development Services staff and Planning Commission recommended approval with the following **five (5) stipulations**:

1. A four foot fence or rail would be installed around the deck.
2. Landscaping, which met the approval of the Department of Development Services Director, would be installed prior to occupancy of the deck.
3. No outdoor speakers were permitted.
4. The deck hours of operation would not extend past midnight.

The Planning Commission added an additional **one (1) stipulation** as followed:

5. The deck would meet the egress requirements of the Fire Department.

MOTION TO APPROVE AB 04-0005 as recommended by the Department of Development Services and Planning Commission with five (5) stipulations was made by Councilman Gallo/Councilwoman Barnebey and carried 4-1 for approval with Vice Mayor Golden in opposition.

Councilman Gallo requested Bill Lisch to draft an ordinance to repeal the current requirements for the applicant to have to come before Council for this type of request.

7f) AB-04-0008 WARD 4 NEIGHBORHOOD 1.01 RS PUBLIC HEARING

Request of Michael Gold, agent for John DeLesline, owner, for alcoholic beverage approval for a 2-COP (sale of beer and wine for consumption on premises) on the property located at 440 Old Main Street. (Zoned C-1)

7g) SU-04-0008 WARD 4 NEIGHBORHOOD 1.01 RS PUBLIC HEARING

Request of Michael Gold, agent for John DeLesline, owner for Special Use approval to operate The B' Towne Coffee Co., a Bar and Lounge for the property located at 440 Old Main Street. (Zoned C-1)

Public hearing was opened. Those in favor.

Michael Gold, part owner of The B' Towne Coffee Co., requested approval to sell alcoholic beverages and for a special use for an outdoor café to use the front sidewalk and adjacent alley way next to the establishment adding seven (7) tables with chairs.

Chief Souders stated that there would not be a problem regarding emergency access if the alley was utilized with tables and chairs.

Larry Frey stated that the subject property was in compliance with the 300 foot distance from the principle main entrance of the church to the front door of the business establishment.

Lengthy discussion: Concerns as to what was considered the main entrance of the principle building of worship.

Lengthy discussion: Closing off the west end of the alley and utilizing the alley way with additional tables with chairs.

Councilman Gallo stated he would not support a motion to approve the alcohol license as the 300 foot requirement encroached the main entrance of the Family Life Center building on 13th Street West. He stated that he would not support the additional tables in the alley way.

Councilwoman Weaver stated she would support utilizing the alley way with additional two (2) tables and not seven (7) tables.

John Delesline, agent for the owner, suggested to place a screen wall in the back of the alley with a dumpster to enclosed the alley way.

Greg Smith, part owner of The B' Towne Coffee Co., stated that the alcohol sales would be very minimal and that he wanted to compete with other merchants when there were public events in the downtown area.

Those in opposition.

Rick Lineberger, Pastor of the First Baptist Church and **David Anderson**, Assistant Pastor of the First Baptist Church voiced their concern that their sanctuary was only used twice a week when the Family Life Center was used seven days a week and that alcohol consumption would be a negative impact as the Family Life Center was very close to the subject establishment.

Public hearing closed.

Larry Frey gave the staff report with the Department of Development Services staff and Planning Commission recommendation for approval with **five (5) stipulations** and an additional language added to #3 (underlined) as followed:

1. The outdoor seating area would be cleaned daily.
2. Sanitation facilities would meet the approval of the Public Works Department.
3. Only two tables would be permitted on the east side of the alley plus an additional six (6) tables used only for pastry and coffee.
4. Sidewalk access would be maintained at a minimum of four (4) feet at all times.
5. All tables and chairs would be stored inside when the business was closed.

Councilman Smith voiced his concern for setting precedence downtown and did not believe that by adding two tables in the alley way would violate the 300 foot requirements.

Councilwoman Barnebey voiced her concern to protect the youth but to also create a viable downtown for the public to come and enjoy the downtown area.

Councilwoman Barnebey commented on an article she had read regarding how much property churches could purchase in the downtown area creating an incompatible situation such as this one.

MOTION TO APPROVE SU-04-0008 and AB 04-0008 as recommended by the Department of Development Services and Planning Commission with five (5) stipulations with an addition to stipulation #3 was made by Councilman Smith/Councilwoman Weaver and carried 3-2 with Councilman Gallo and Vice Mayor Golden in opposition.

7h) SU-04-0009 WARD 5 NEIGHBORHOOD 1.03/1.04 MM PUBLIC HEARING

Request of Eugene & Berthenia Mays, owner of the Zion Academy of Florida, for Special Use approval for the church to add a Church Boarding School at the property located at 202 21st Avenue West. (Zoned R-3A)

Public hearing was opened. Those in favor.

Berthenia Mays, owner of the Zion Academy, gave a brief detail of her existing boarding school which currently boarded for young people and for homeless youth. She stated that the school currently provided for thirteen children.

Fire Marshal Dave Dobrzykowski gave a brief report on the building code and life safety code regarding the classification pertaining to this residential type dormitory. He stated that the facility was not classified as a senior citizen health care facility.

Discussion: That the existing facility was not in compliance with building and life safety codes and that the building could not be insured which created a liability issue.

Discussion: Space requirements needed to house a number of children. That the kitchen had a residential oven which did not comply with the fire code.

Discussion: Modifications needed to the site plan to provide the space requirements for a number of children for boarding and to be used as a school facility.

Discussion: Reference of a letter received from Gibbs Law Firm in Seminole, Florida dated November 5, 2004 discussing the Special Use Permit Application with their interpretation of the City code requirements.

Chief Souders gave a brief report as to the applicant not being in compliance with the City codes and that the applicant had chosen to ignore the fire departments request to come into compliance and that she needed to abide rather quickly.

Chief Souders stated that he would be glad to meet with Mrs. Mays as to what could be done quickly to come in compliance and to work toward a program to resolve other issues currently in violation in a timely manner.

Chief Souders stated that his job was to aid the applicant and not jeopardize the children's life and safety with a facility that was not in compliance.

Those in opposition.

Patrice Poolen, parent of children who had attended Zion Academy stated that the facility was not being used for what it was intended for. She stated children who attended this facility could not function as adults in the community.

Dee White, representing the "Voice's for Children from within", and a previous preschool teacher at Zion Academy, expressed her concern that the academy was not an accredited school and listed various complaints regarding hours of operation, hiring unqualified teachers, withheld salaries from the staff and that the school had moved several times in the last few years.

Vivian Martinez, a student who had attended Zion Academy voiced her concern that the academy was not an accredited school and that she was held back when she enrolled in a different accredited school.

Public hearing closed.

MOTION TO TABLE request SU-04-0009, indefinitely, was made by Vice Mayor Golden/Councilwoman Barnebey and carried 3-2 with Councilman Gallo and Councilwoman Weaver in opposition.

7i) MA-04-0005 WARD 4 NEIGHBORHOOD 20.04 RS PUBLIC HEARING

Request of Jerry Zoller, agent for Bradenton 64, Inc., owner for a major amendment to the Planned Development Project located at 5202 S.R. 64 East. (Zoned PDP)

Public hearing was opened. Those in favor.

Caleb Grimes, representing Bradenton 64, Inc. gave a brief description of the project and displayed renderings of an expansion for the Goodyear Center located on State Road 64.

Those in opposition. Hearing none. Public hearing closed.

Ruth Seewer, Development Review Manager gave the staff report and stated the Department of Development Services staff recommended approval with **four (4) stipulations** as followed: Stipulation one (1) had already been completed.

1. ~~A noise study would be provided prior to the City Council Meeting.~~ (COMPLETED)
2. A decorative wood fence would be constructed along the north side of the wetland form the 35-foot setback line to the dumpster. North of the fence, the oak trees as indicated would be four (4) inch diameter at breast height. In between the trees and the proposed continuous 2-foot high hedge would be a tier of landscape materials planted at three (3) feet in height and allowed to reach a mature height of five (5) feet.
3. Hours of operation would be 8:00 a.m. to 6:00 p.m. Monday through Friday, 9:00 a.m. to 5:00 p.m. Saturday, closed Sunday.
4. Outside storage or display was prohibited.

The Planning Commission recommended approval of the **four (4) stipulations** and added **two (2) additional stipulations** as followed:

5. Architectural components of the Goodyear building would be similar to that of the shopping center.

6. Signage would be allowed only as approved in the original Planned Development Project.

MOTION TO APPROVE MA-04-0005 as recommended by the Department of Development Services staff and Planning Commission with five (5) stipulations was made by Councilman Smith/Councilwoman Barnebey and carried 5-0 for approval.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

Carl Callahan

8a) A REQUEST from Saint Stephens School and the Bradenton Runners Club to hold a 5K "Falcon Run" on February 12, 2005 with partial street closures throughout the neighborhood to start and finish on 1st Avenue West.

No discussion followed.

MOTION TO APPROVE the request from Saint Stephens School and the Bradenton Runners Club was made by Councilwoman Barnebey/Councilwoman Weaver and carried 5-0 for approval.

8b) A REQUEST from Pastor John Nolte with Lighthouse Gospel Fellowship, to hold Worship Services at the Amphitheater at Rossi Park each Sunday morning from 10:00 a.m. to 11:30 a.m. for the boater's at Twin Dolphin Marina and the Riverside Marina in Palmetto.

Mr. Callahan stated due to any future potential conflict he recommended a week by week use of the amphitheater instead of reserving every Sunday.

Discussion: Concerns for reserving the Amphitheater on a weekly basis and limiting the availability of the amphitheater for public use as it was intended for.

Pastor Nolte gave a brief detail of the Sunday worship service and requested approval to use the amphitheater each week on Sunday.

The Council agreed as recommendation by Mr. Callahan and requested Pastor Nolte to call the City Clerk's office each week to see if the amphitheater was reserved for the following Sunday.

NO ACTION WAS TAKEN.

8c) MBV Transport, Inc. – Vehicle for Hire

Mr. Callahan stated that he had reviewed the application and recommended approval of the request.

No discussion followed.

MOTION TO APPROVE the Vehicle for Hire request as recommended by Mr. Callahan was made by Councilman Gallo/Vice Mayor Golden and carried 5-0 for approval.

8d) RESOLUTION 04-48

A RESOLUTION APPOINTING ALLEN PREWITT, ALLEN YEARICK AND CARLOS ESCALANTE TO THE PLANNING COMMISSION FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING THEIR TERM.

Discussion: Members living outside the city limits.

MOTION TO APPROVE Resolution 04-48 was made by Councilman Gallo/Councilman Smith and carried 5-0 for approval.

8e) RESOLUTION 04-51

A RESOLUTION REAPPOINTING GERALD FISHER TO THE CODE ENFORCEMENT BOARD FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

No discussion followed.

MOTION TO APPROVE Resolution 04-51 was made by Councilwoman Barnebey/Councilwoman Weaver and carried 5-0 for approval.

8f) MANATEE GLENS CORPORATION REVENUE BOND

Mr. Callahan gave a brief explanation of the request to assist with an industrial revenue bond requested from Mark Raymond, attorney for Manatee Glens Corporation.

Mr. Callahan asked if the Council wanted to proceed with authorizing a resolution for this request at the next Council meeting.

Mr. Callahan stated that the City was only assisting in acquiring funding and that the City would not be responsible financially to pay back the bond.

ACTION: The Council had no objections with proceeding with assisting Manatee Glens Corporation in obtaining funding for an industrial revenue bond.

Larry Frey

a) RESOLUTION 04-49 PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA (ACTING AS THE SECTION HOUSING AGENCY BOARD) ADOPTING THE CITY OF BRADENTON SECTION 8 FIVE-YEAR ANNUAL STREAMLINED PLAN AND ADMINISTRATIVE PLAN.

Public hearing opened, those in favor.

Jeana Winterbottom, Grants and Assistance Manager requested approval and gave a brief detail of the Five Year Annual Streamline and Administrative Plan.

Those in opposition, hearing none, public hearing closed.

MOTION TO APPROVE Resolution 04-49 was made by Councilman Smith/Vice Mayor Golden and carried 5-0 for approval.

b) INTERLOCAL AGREEMENT FOR ANALYSIS OF IMPEDIMENTS FOR FAIR HOUSING

Mr. Frey gave a brief explanation of the Interlocal Agreement between Manatee County and the City of Bradenton for an Analysis of Impediments for Fair Housing Study.

Bill Lisch read the following:

RESOLUTION 04-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, OF INMPEDIMENTS FOR FAIR HOUSING; PROVIDING AN EFFECTIVE DATE.

No discussion followed.

MOTION TO APPROVE the Interlocal Agreement between Manatee County and the City of Bradenton for an analysis of Impediments for Fair Housing Study and Resolution 04-53 was made by Councilman Smith/Councilman Gallo and carried 5-0 for approval.

c) NOTICE OF AVAILABILITY
2003-04 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT – CDBG

Mr. Callahan read the following public notice:

Notice is hereby given that the City of Bradenton has prepared its Consolidated Annual Performance Evaluation Report (CAPER) report for the Community Development Block Grant Program for fiscal year commencing October 1, 2003 and ending September 30, 2004.

A public hearing will be held on Wednesday, December 15, 2004, at 6:00 P.M. in City Council Chambers at City Hall, 101 Old Main Street, to consider oral and written comments on the Community Development Block Grant Program Consolidated Annual Performance Evaluation Report (CAPER).

Commencing November 12, 2004 through December 15, 2004, the CAPER will be available for public inspection during regular business hours at the following locations:

1. City Clerk's Office located in City Hall at 101 Old Main Street, Bradenton, FL
2. Community Development Office located at 912 7th Avenue East-2nd floor, Bradenton, FL
3. Manatee County Library located at 1301 Barcarrota Boulevard, Bradenton, FL, ,

The report will be filed with U.S. Department of Housing and Urban Development no later than December 31st, 2004. Any public comments will become a part of the report and mailed to HUD. Written comments to the plan may be submitted to the Community Development Office located at 912 7th Avenue East, Bradenton, FL 34208 prior to or in lieu of attending the public hearing and should be received prior to December 8th, 2004 to be included in City Council agenda packet for December 15th, 2004 City Council meeting and public hearing. Please contact Susie Copeland at (941) 714-7507 or Rose Rome at (941) 714-7518 should you have questions or need additional information.

NO ACTION WAS TAKEN.

DEPARTMENT HEADS:

Carl Callahan

Mr. Callahan read the following:

RESOLUTION 04-52

A RESOLUTION REAPPOINTING RONNIE PORTEE, H. EUGENE BAY, SGT. WARREN MERRIMAN TO THE GRANTS AND ASSISTANCE COMMUNITY RELATIONS BOARD FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING THEIR TERM.

No discussion followed.

MOTION TO APPROVE Resolution 04-52 was made by Councilwoman Weaver/Councilman Smith and carried 5-0 for approval.

BRADENTON POLICE DEPARTMENT BUDGET REQUEST

Mr. Callahan, on behalf of Chief Radzilowski, recommended approval and the authorization of a part time maintenance position, as a replacement for the trustee program, at an approximate annual salary of $10,000.

No discussion followed.

MOTION TO APPROVE the recommendation by Carl Callahan was made by Councilman Gallo/Councilman Smith and carried 5-0 for approval.

Mr. Callahan read the following:

FIRST READING OF ORDINANCE 2771

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING SECTION 50-39(a) OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA, RELATING TO PENALTIES FOR OVERTIME PARKING VIOLATIONS BY REDUCING THE FINE FOR OVERTIME PARKING IN A NON-METERED SPACE; PROVIDING AN EFFECTIVE DATE.

Bill Lisch added that the language in the ordinance heading could be changed stating, "...by reducing or modifying the fines for overtime parking in a non-metered space; providing an effective date."

Discussion: Changing the effective date on the previous Ordinance # 2766.

Councilwoman Barnebey asked if the police department could hire a collection agency to recoup monies of an estimated amount of $140,000 over a 10 year period owed in parking tickets.

Major Tokajer stated that the police department just contracted with a company to collect these fines.

Major Tokajer recommended changing the ordinance which presently allowed the agency to tow a vehicle with ten or more unpaid violations to three or more unpaid violations. Major Tokajer stated that the three or more unpaid violations would trigger the Department of Motor Vehicles to stop a subject from renewing the vehicle registration under the State Stop Plan.

Discussion: New computer system would track repeat offenders and unpaid fines.

MOTION TO APPROVE the first reading and set the second reading and public hearing for December 15, 2004 for Ordinance 2771 was made by Councilman Gallo/Councilman Smith and carried 5-0 for approval.

Chief Souders

Nothing to report.

Major J.J. Lewis

Nothing to report.

Staci Cross

Excused absence.

John Cumming

Mr. Cumming gave a brief update of a new Verison telephone service which would affect about 16,000 homes in the city with new underground lines.

Larry Frey

Nothing to report.

Bill Lisch

Nothing to report.

Discussion: What constituted a sufficient official noticed meeting when several Council members attend a meeting requested by an association or organization?

Discussion: Giving proper notice to the public.

Mr. Callahan stated that Bill Lisch and he would draft a short brief regarding this issue.

ADJOURNMENT:

There being no further business, Mayor Poston adjourned the meeting at 2:50 p.m.

NOTE: This is not a verbatim record. An audio CD recording of the meeting is available upon request.

City Council
June 11, 2025

Resolution 25-57| Case PLN-SUP-24-0009

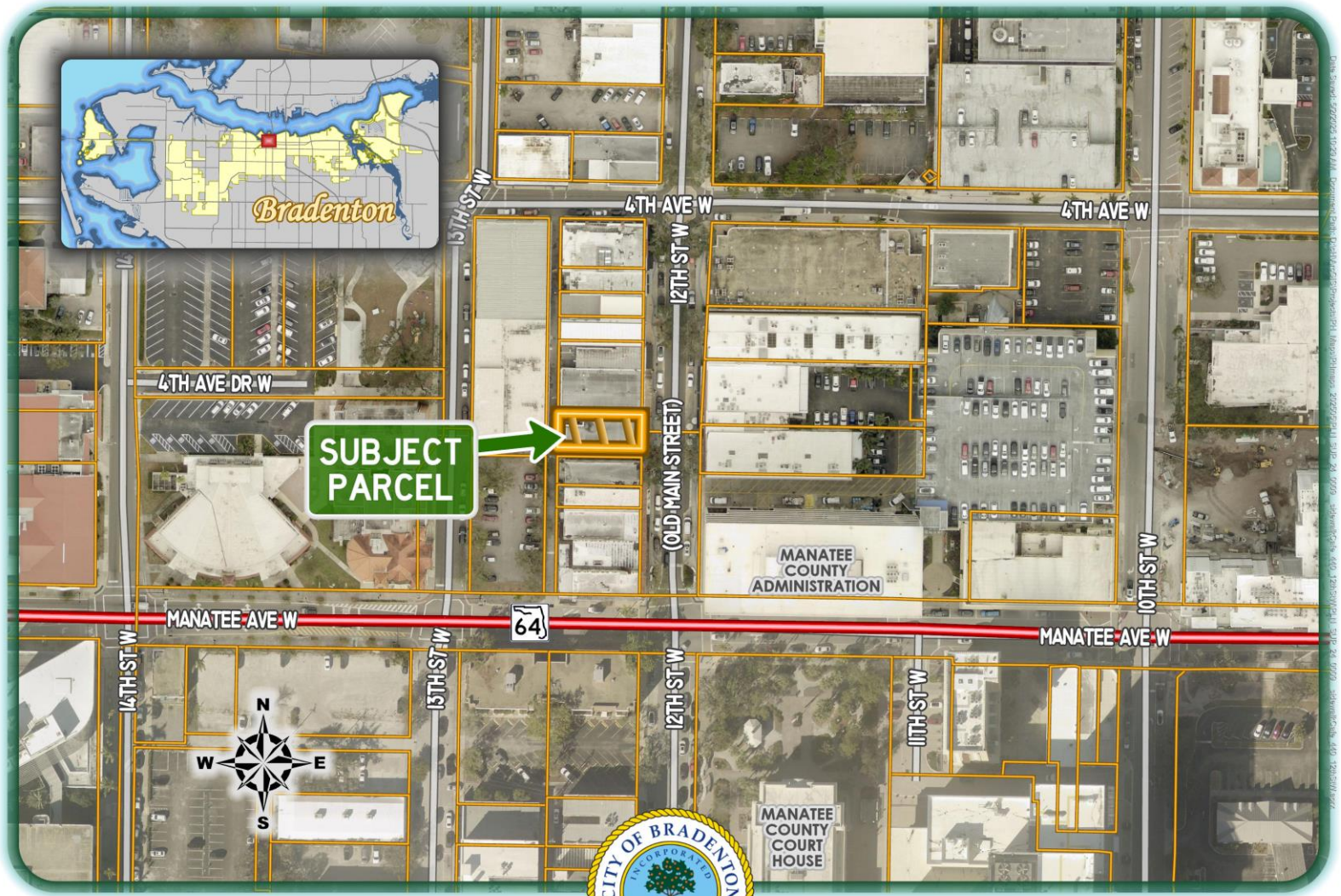
Special Use request to permit a sidewalk café with alcohol beverage sales for property located at 440 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Joseph Bennett (agent)
- Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
- Address: 440 12th Street West
- Parcel ID No: 3318900002
- Acreage: .0691 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Restaurant with alcoholic beverage sales
- Purpose: Special Use approval to allow a sidewalk café with alcoholic beverage sales

Location Map



Summary of Proposed Request

<u>12th Street West:</u>

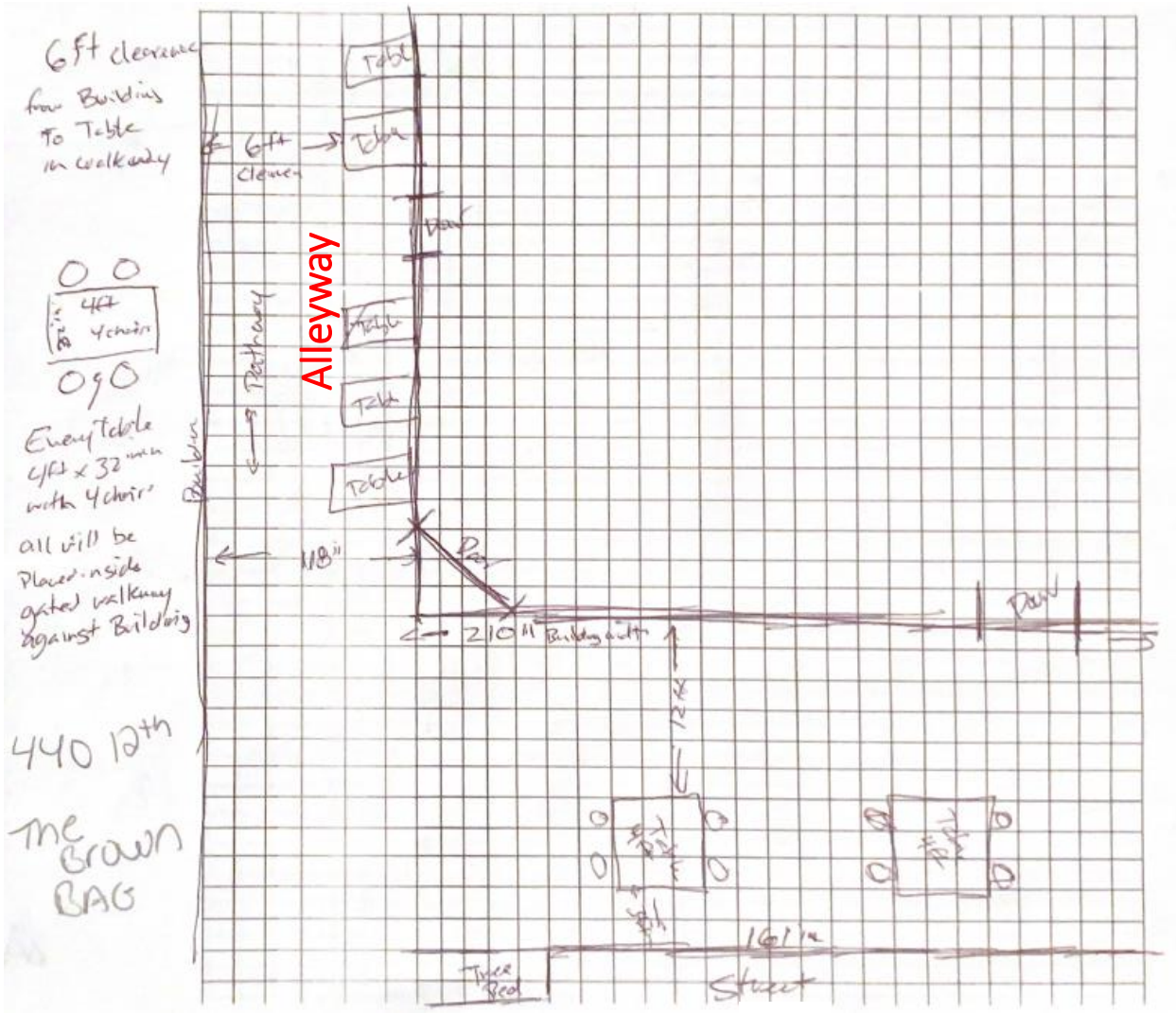
- Area size: 17’-6” x 19’ (unit width and sidewalk depth)
- Number of Tables: 2-tables
- Number of Seats: 8-chairs
- Traversable Area: 12’ (minimum width)

<u>Alleyway:</u>

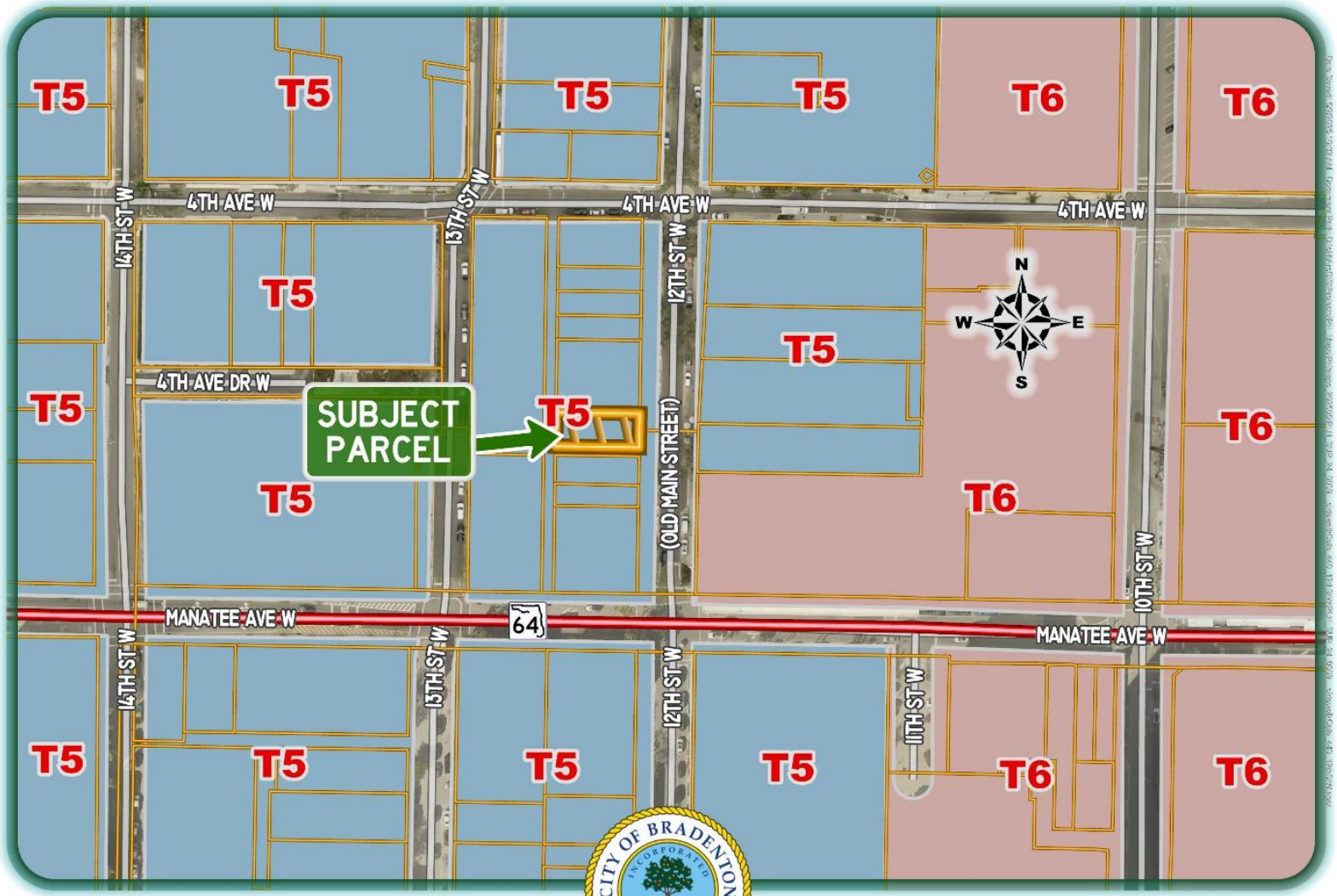
- Area size: 87’ x 9’-6” (unit length and sidewalk depth)
- Number of Tables: 5-tables
- Number of Seats: 20-chairs
- Traversable Area: 5’-6” (minimum width)

<u>Both Locations:</u>

- No bussing and hostess stations
- Applicant is requesting to store all furniture in the alleyway after the business is closed (against unit 440 12th Street West)
- Applicant is requesting 28 seats vs. less than 20 permitted



Zoning Map



PLN-SUP-24-0009 - Sidewalk Cafe

owner: Jan R Delesline
440 12th Street West (Old Main Street)
PID 3318900002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Zoning

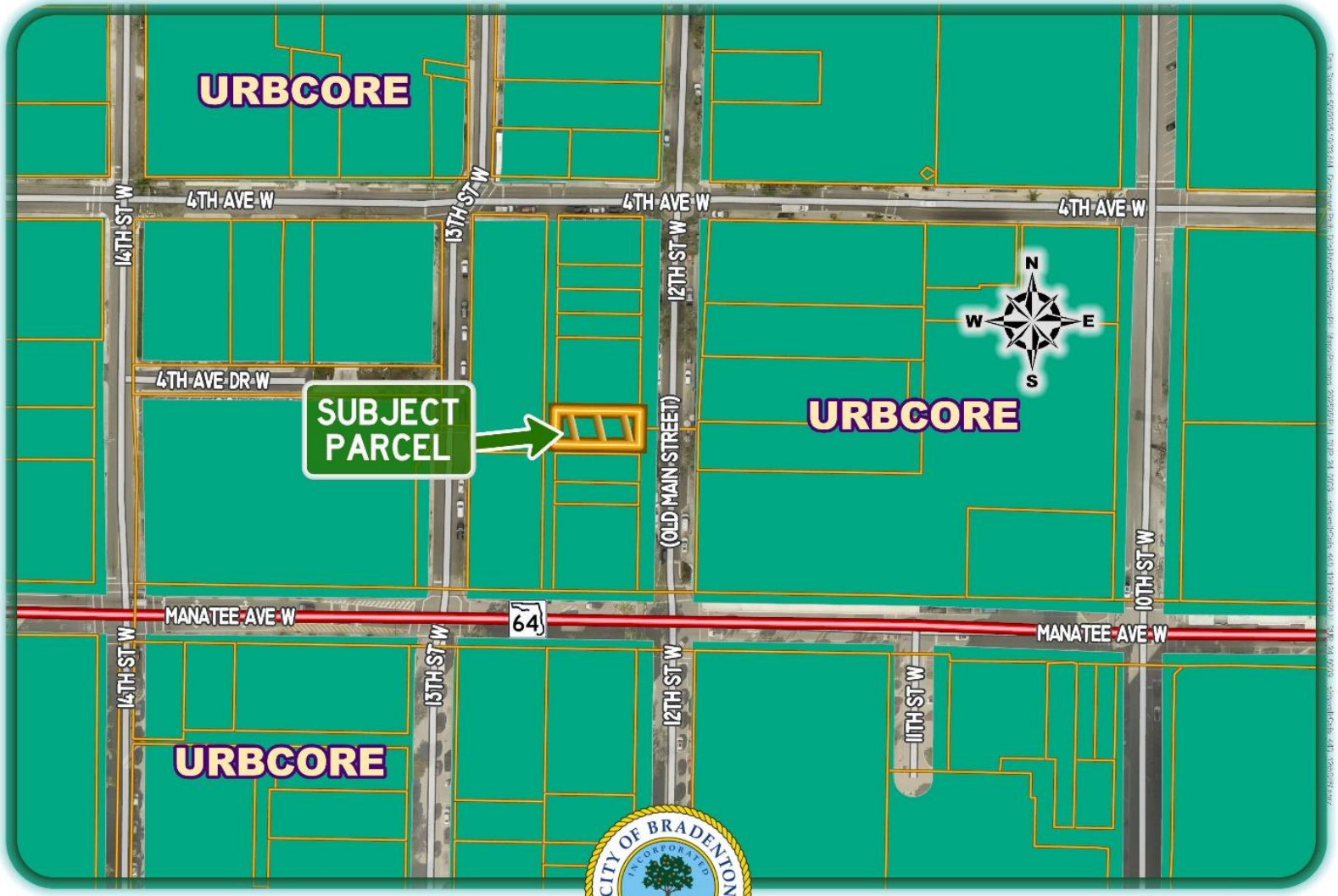
0 20 40 60

Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Request

- Proposed request, if approved, grants permission from the city to allow for the sale and consumption of alcoholic beverages on the public sidewalk
  - Proper state licenses are also required
- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur on the sidewalk, City Council approval may be required
- November 17, 2004, City Council approved sidewalk seating (2 tables on 12th Street West and 6 in the alleyway) as part of a bar/lounge hearing

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request

- The Brown Bag (business open):



Summary of Proposed Request

- The Brown Bag (business open):



Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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 (responses to the following criteria can be found in the submitted staff report):

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.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

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.

City Council Consideration

Resolution 25-57 | Case PLN-SUP-24-0009

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Resolution 25-57 | Case PLN-SUP-24-0009

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-57, Case PLN-SUP-24-0009 with the following stipulations:

a. The sidewalk café is permitted no more than 7 tables and 28 chairs.
b. The approved Resolution, including the approve site plan and conditions shall be on display and accessible on the Property during business hours.
c. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
d. After the business is closed, all furniture (7 tables and 28 chairs) must be stored in the alleyway located to the south of the building. The tables shall be placed adjacent to the building unit and the alleyway gates shall be secured when the business is closed, as generally shown on the Site Plan attached hereto as Exhibit “B”.

Planning Commission Meeting Summary

Resolution 25-57 | Case PLN-SUP-24-0009

Continued list of conditions:

e. Clear pedestrian access to the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
f. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
g. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
h. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 25-58 - PUBLIC HEARING - Presentation Upon Request

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-58, Case PLN-SUP-24-0010. If the action is to approve, the following are recommended stipulations for approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables and up to 20 chairs may remain on the sidewalk when the business is closed. The tables and chairs shall be placed adjacent to the building unit and locked with a cable lock.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.

g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use Permit application requesting permission to allow a sidewalk cafe with alcoholic beverages at 313 12th Street West.

While a sidewalk cafe has been in place at the subject property, the subject Special Use Permit will ensure compliance to City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-58 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-58
Application
Staff Report
Presentation

- **RESOLUTION 25-58**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0010 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 313 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3295000008), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 31312 LLC (the "Property Owner" or "Applicant") owns the property located at 313 12th Street West, Bradenton, Florida (Parcel ID No 3295000008), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on May 21, 2025, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on June 11, 2025, 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 sidewalk café with alcoholic sales, as shown on the 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 City's professional staff recommended stipulations to consider for an approval.
e. 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.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. 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. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. 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 is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 3 tables and up to 20 chairs, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables and up to 20 chairs may remain on the sidewalk when the business is closed. The tables and chairs shall be placed adjacent to the building unit and locked with a cable lock.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.

g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11th DAY OF JUNE 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

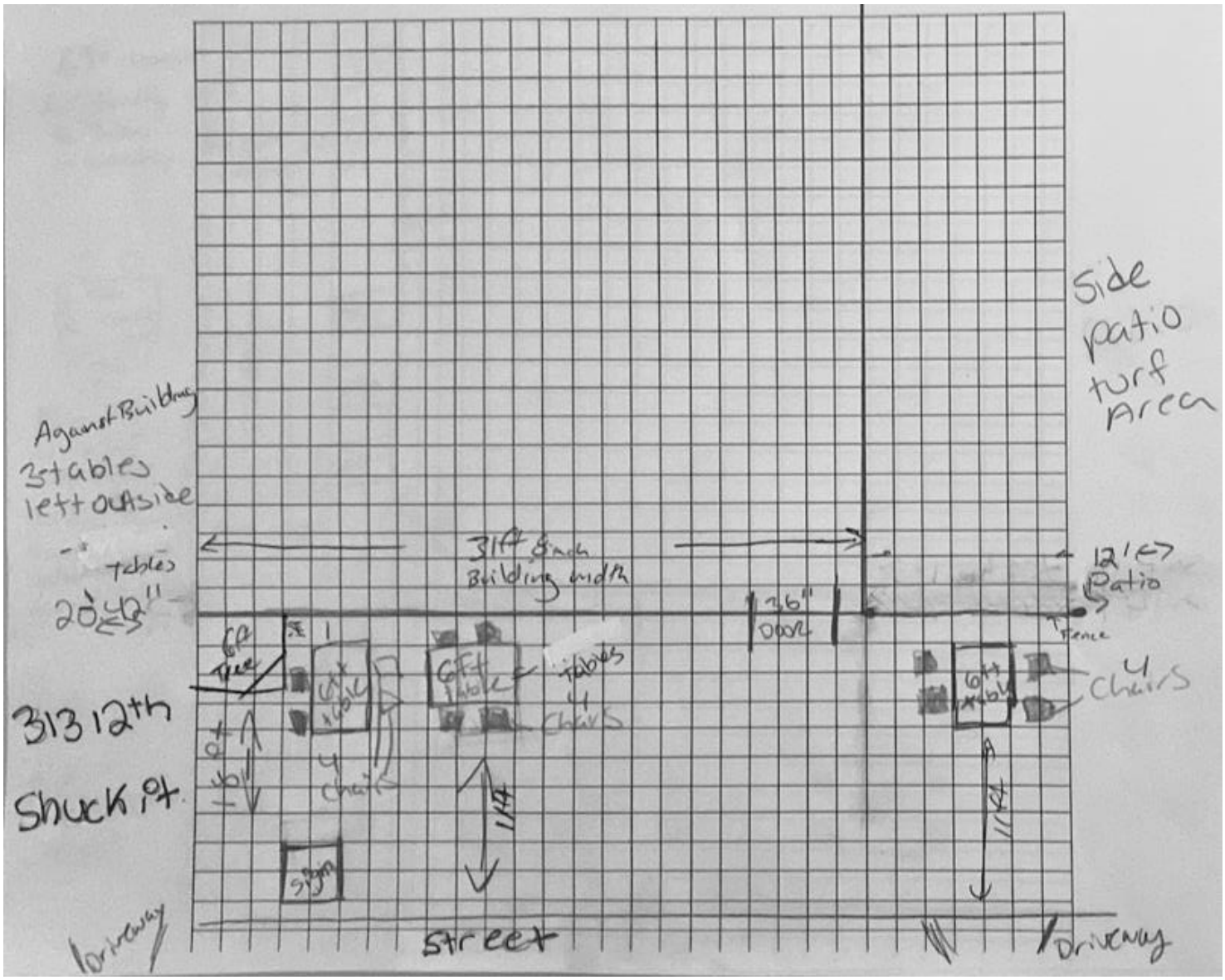
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3295000008:
N1/2 OF LOT 10 TURNER PLAT PI#32950.0000/8

EXHIBIT "B"


Side
patio
turf
area
Against Building
3 tables
left outside
7 tables
20' 4"
31 ft 8 inch
Building width
36"
door
12'
patio
fence
6ft
tree
6ft
table
4
chairs
313 12th
Shuck it
sign
11ft
street
Driveway
Driveway

N

PLN-SUP-24-0010

Menu Reports Help

File Date: 12/31/2024

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: We would like to have tables and chairs on the sidewalk.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date
313 12th shuck it.pdf	PLANNING	Other	Site plan	application/pdf	Uploaded	03/24/2025
31312th auth form.jpg	PLANNING	Correspondence	Authorization form	image/jpeg	Uploaded	04/10/2025
313 12th st.pdf	PLANNING	Correspondence	Site plan	application/pdf	Uploaded	04/15/2025

Show all

Address: 313 12TH St W, BRADENTON, FL 34205

Owner Name: 31312 LLC

Owner Address: 313 12TH ST W, BRADENTON, FL 34205

Parcel No: 3295000008

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Charles Ferrara	The Brown Bag	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
Restaurant >20 Seats	

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Greg DeLong	Ready for Pr...	04/21/2025	Greg DeLong
Case Manager	Greg DeLong	Ready for Re...	04/21/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Greg DeLong	Pass	04/21/2025	Greg DeLong
Review Consolidation	Greg DeLong	Scheduled fo...	04/21/2025	Greg DeLong
DRC				
Planning Commission	Greg DeLong			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 313 12th st

I, Joseph Bennett, the registered property owner(s) of the above noted property, do hereby authorize

Joseph Bennett — Print Name of Agent

313 12th LLC — 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.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

Owner(s) Address (if different than property above)

Signature of Agent

Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 10th day of Apr 2025, produced Florida Drver License respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

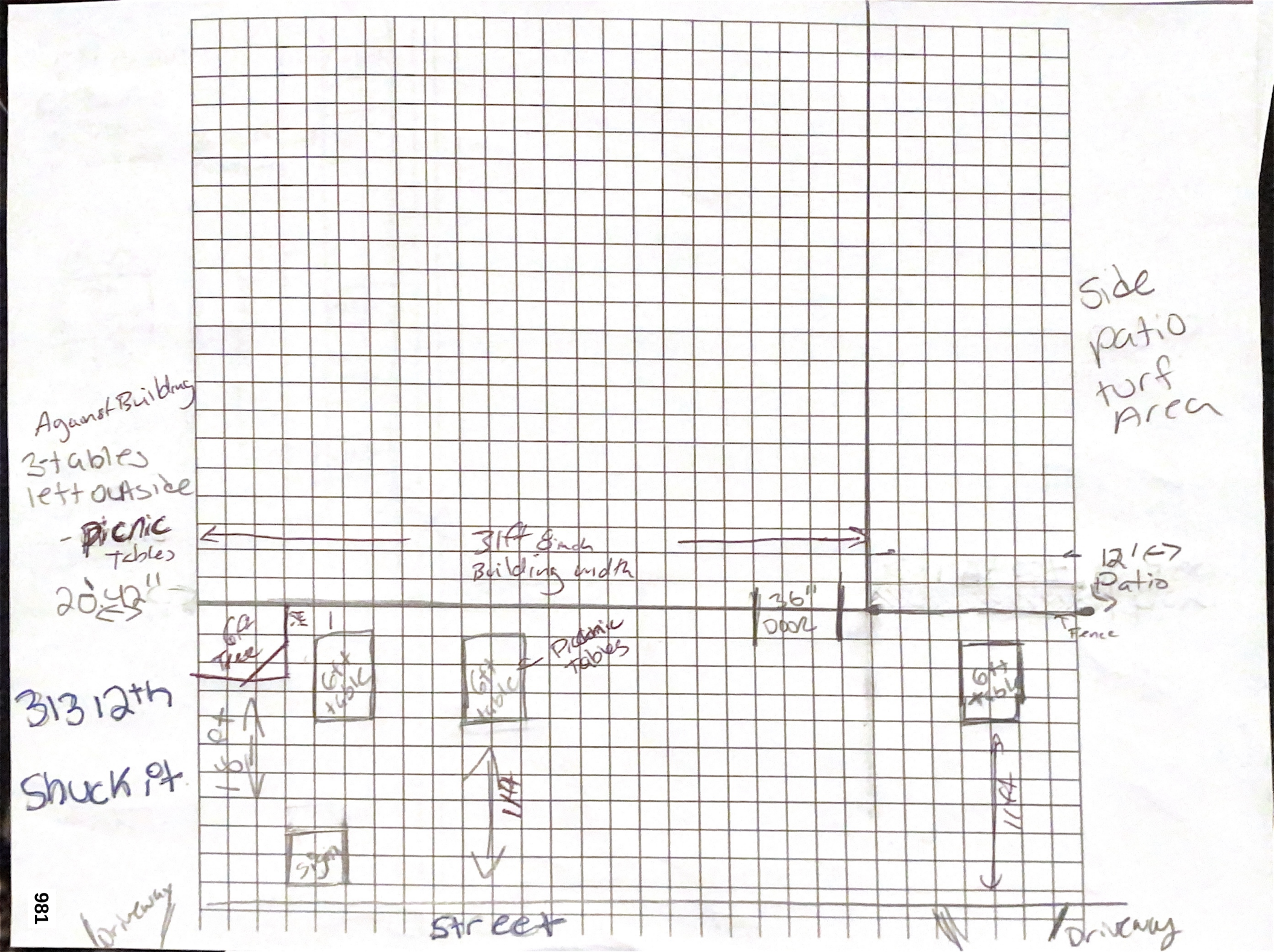
Signature

Jessica LaBranche, Notary Public
Print Name

NOTARY PUBLIC

JESSICA LABRANCHE
Notary Public, State of Florida
Commission# HH 469890
My comm. expires Dec. 8, 2027

State of Florida
My Commission Expires: Dec 08, 2027


Against Building
3 tables left outside
- Picnic tables
20'-4"
313 12th
Shuck it
31ft 8 inch Building width
36" DOOR
12' Patio
Side patio turf Area
Fence
6ft table
Picnic tables
sign
11ft
street
Driveway
Driveway
981

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
June 11, 2025

Staff Report

Case Number: PLN-SUP-24-0010
Res. Number: 25-58
Applicant: Joseph Bennett (agent)
Owner: 31312 LLC
Address: 313 12th Street West
Parcel ID No: 3295000008
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
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: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Joseph Bennett (agent) of Shuck It submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 313 12th Street West.

Shuck It is a new business in downtown Bradenton located at the former The Bamboozer location and the proposed request will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: 43'-8" x 18' (property width and sidewalk depth).
- Number of Tables: 3 tables (original proposal was picnic tables).

- Number of Chairs: 12 chairs shown (PC recommended no more than 20).
- Bussing and Hostess Stations: No.
- Table Umbrellas: No.
- Traversable Area: 11’ (minimum width)
- Requesting permission to allow for 3 tables and no more than 20 chairs to remain on the sidewalk after business hours. Will be placed against the building and locked with a cable lock.

There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their May 6, 2025, meeting and the Committee had no concerns with the proposed request.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T4-S	T3	T4-R	T4-O	T5	T6	SD
Special Events			SU	SU	SU	SU	P
Retail Building				P	P	P	SU
Display Gallery				P	P	P	SU
Restaurant				P	P	P	SU
Kiosk				P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]				P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.
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 in the specific instance 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. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or

create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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):

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: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

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 use.

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: No new buildings will be constructed as part of the proposed use.

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: Requirement cannot be met due to the existing built environment.

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 ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5' of traversable space on the public sidewalk.

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: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

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 appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

   Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

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: It appears that the proposed request is appropriate for the subject property and district.

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: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

   Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-58, Case PLN-SUP-24-0010 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables and up to 20 chairs may remain on the sidewalk when the business is closed. The tables and chairs shall be placed adjacent to the building unit and locked with a cable lock.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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": Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map



EXHIBIT "B"
Future Land Use Map

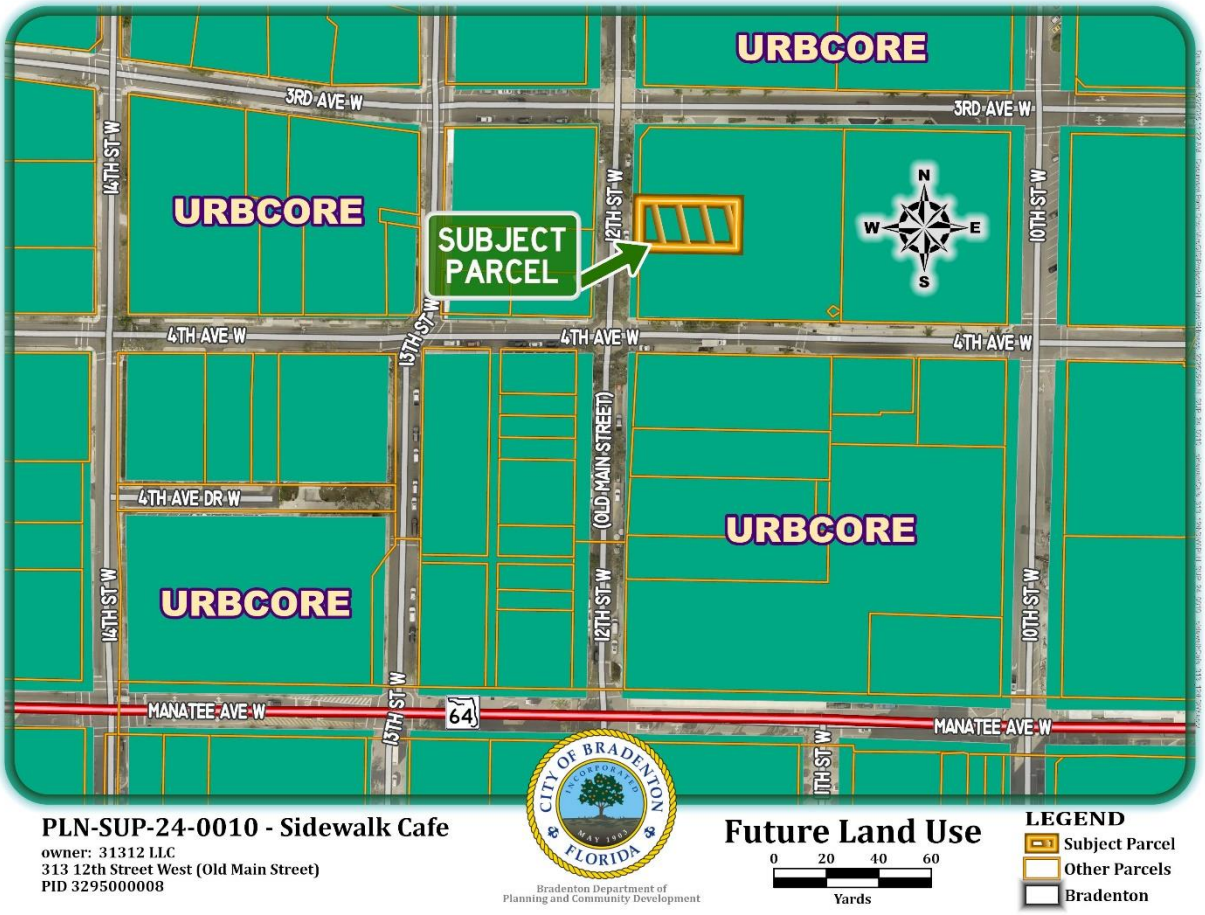
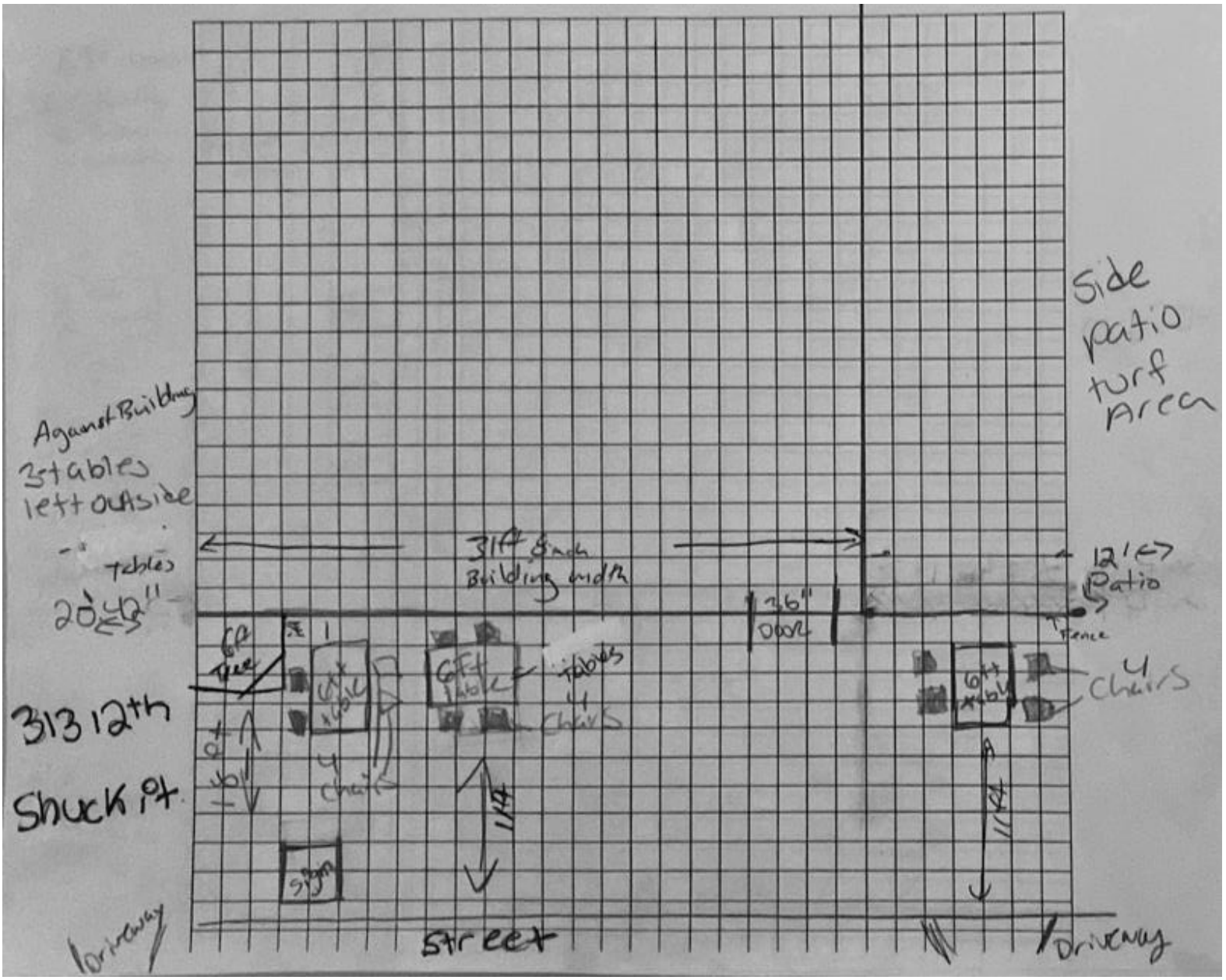


EXHIBIT "C"
Zoning Map



EXHIBIT "D"
Proposed Project Site Layout



City Council
June 11, 2025

Resolution 25-58| Case PLN-SUP-24-0010

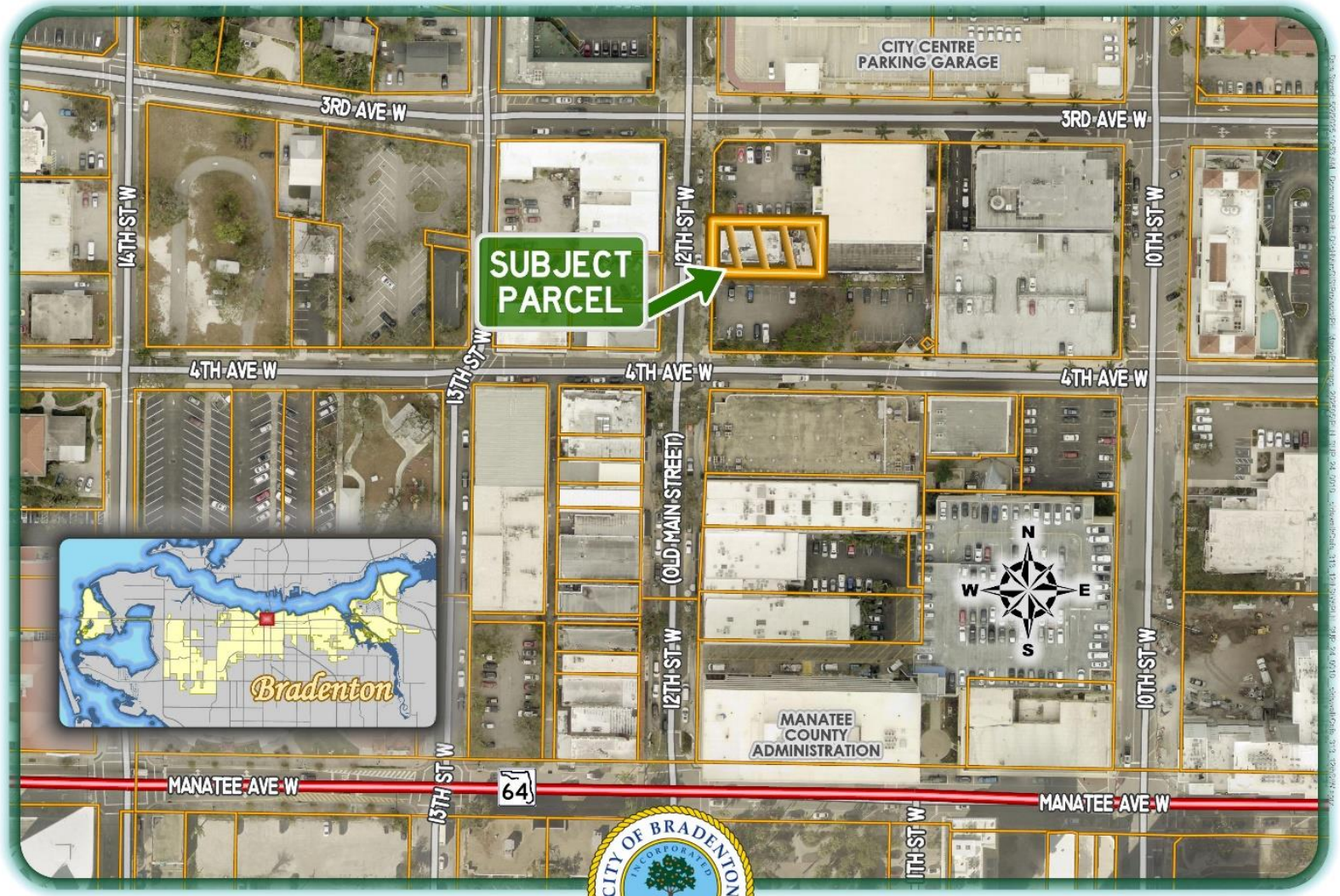
Special Use request to permit a sidewalk café with alcohol beverage sales for property located at 313 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

- Applicant: Joseph Bennett (agent)
- Owner: 31312 LLC
- Address: 313 12th Street West
- Parcel ID No: 3295000008
- Acreage: .1351 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Restaurant with alcoholic beverage sales
- Purpose: Special Use approval to allow a sidewalk café with alcoholic beverage sales

Location Map



PLN-SUP-24-0010 - Sidewalk Cafe

owner: 31312 LLC
313 12th Street West (Old Main Street)
PID 3295000008

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Location

0 20 40 60

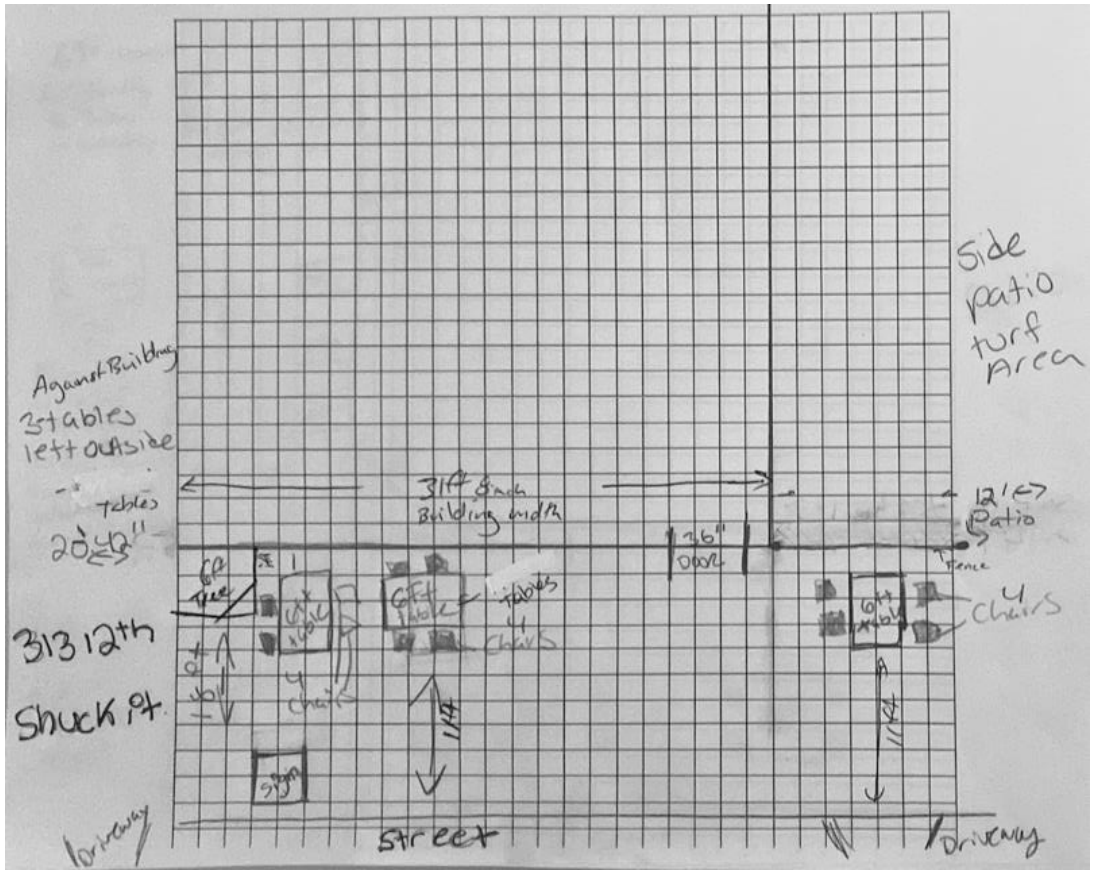
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

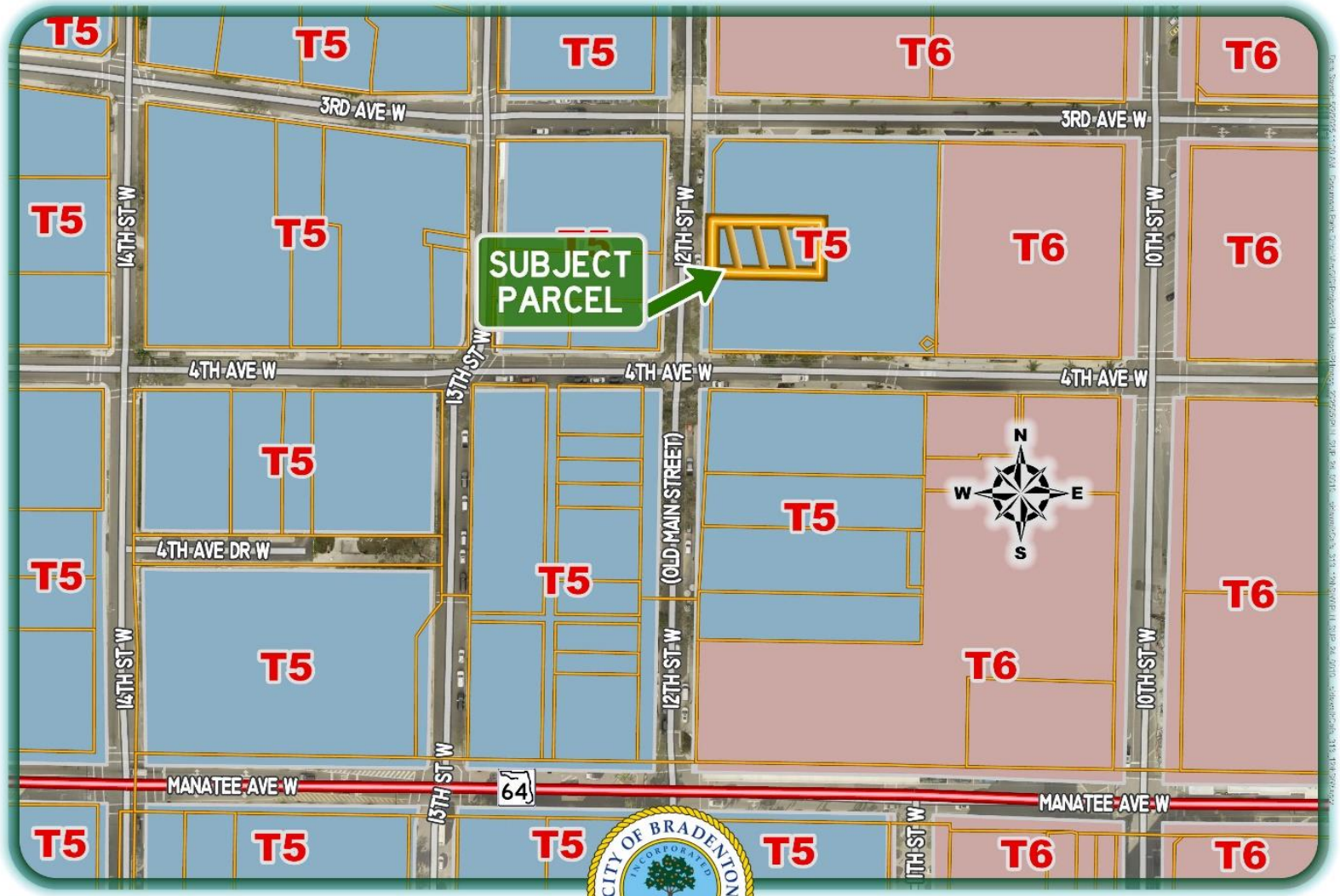
Summary of Proposed Request

- Shuck It:
  - Area size: 43’-8” x 18’ (property width and sidewalk depth)
  - Number of Tables: 3
    - Original proposal was picnic tables
  - Number of Chairs: 12 shown
    - PC recommended up to 20
  - Bussing and Hostess Stations: No
  - Table Umbrellas: No
  - Traversable Area: 11’ (minimum width)
  - Requesting permission to allow for the 3-tables and up to 20 chairs to remain on the sidewalk after business hours (placed against the building and locked together).



12th Street West (Old Main Street)

Zoning Map



PLN-SUP-24-0010 - Sidewalk Cafe

owner: 31312 LLC
313 12th Street West (Old Main Street)
PID 3295000008

CITY OF BRADENTON FLORIDA
INCORPORATED MAY 1903

Bradenton Department of
Planning and Community Development

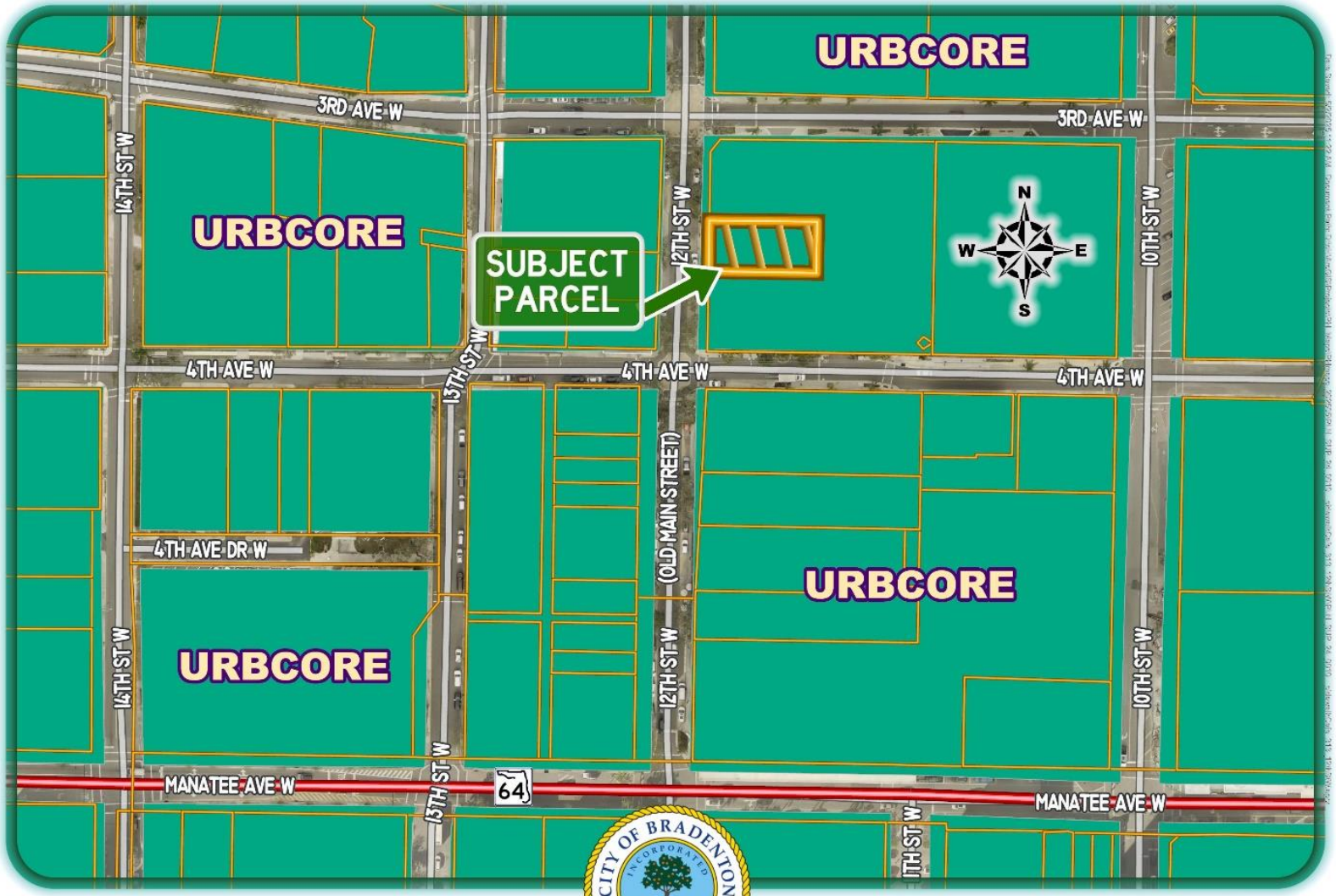
Zoning

0 20 40 60
Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Request

- Proposed request, if approved, grants permission from the city to allow for the sale and consumption of alcoholic beverages on the public sidewalk
  - Proper state licenses are also required
- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur on the sidewalk, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request

- Shuck It:





Note: Picnic Tables on the sidewalk will be removed and replaced with 3 tables and up to 20 chairs.

Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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 (responses to the following criteria can be found in the submitted staff report):

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.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

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.

City Council Consideration

Resolution 25-58 | Case PLN-SUP-24-0010

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Resolution 25-58 | Case PLN-SUP-24-0010

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-58, Case PLN-SUP-24-0010 with the following stipulations:

a. The approved Resolution, including the approve site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables and up to 20 chairs may remain on the sidewalk when the business is closed. The tables and chairs shall be placed adjacent to the building unit and locked with a cable lock.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 25-58 | Case PLN-SUP-24-0010

Continued list of conditions:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 25-59 - PUBLIC HEARING - Presentation Upon Request

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-59, Case PLN-SUP-24-0011. If the action is to approve, the following are recommended stipulations for approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use Permit application requesting permission to allow a sidewalk cafe with alcoholic beverages at 436 12th Street West.

While a sidewalk cafe has been in place at the subject property, the subject Special Use Permit will ensure compliance to City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-59 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-59
Application
Staff Report
Presentation

RESOLUTION 25-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0011 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 436 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3318900002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008 (the "Property Owner" or "Applicant") owns the property located at 436 12th Street West, Bradenton, Florida (Parcel ID No 3318900002), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on May 21, 2025, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on June 11, 2025, 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 sidewalk café with alcoholic sales, as shown on the 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 City's professional staff recommended stipulations to consider for an approval.
e. 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.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. 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. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. 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 is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 1 table, 2 outdoor chairs, and 1 outdoor sofa, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.

f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11th DAY OF JUNE 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

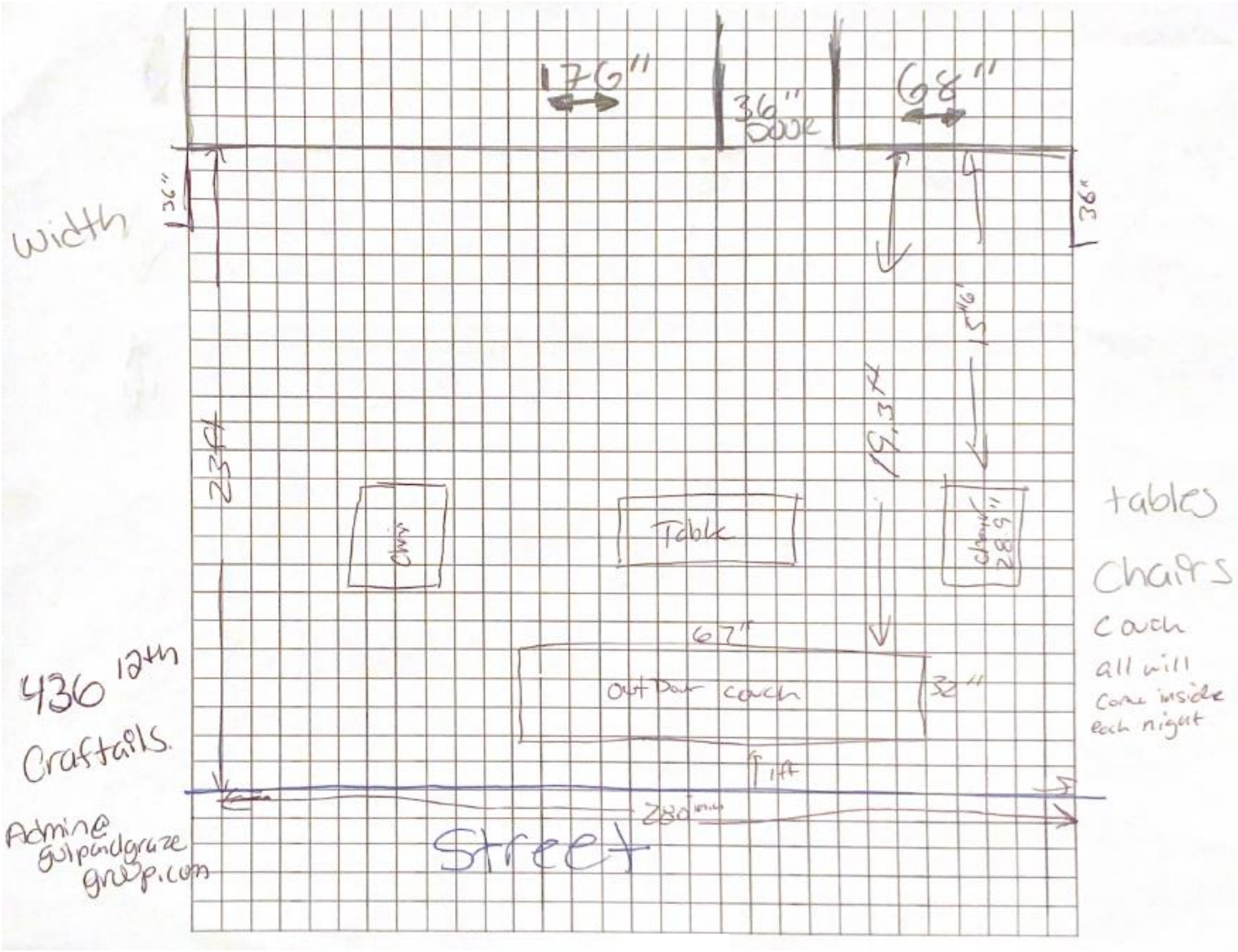
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3318900002:
A STRIP 9 3/4 FT WIDE OFF N END OF LOT 6, LOT 7 FULLER BLOCK
PI#33189.0000/2

EXHIBIT "B"


176"
36" Door
68"
Width
36"
36"
22ft
15'6"
19.3ft
Chair
Table
Chair
28.5"
tables
Chairs
Couch
all will come inside each night
67"
Out Door couch
32"
4436 12th
Craftails
1ft
280
Street
Admin@gulpandgrazegroup.com
N

PLN-SUP-24-0011

Menu Reports Help

File Date: 12/31/2024

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: We would like to have tables and chairs outside on the sidewalk.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date
Craftails.pdf	PLANNING	Other	Site plan	application/pdf	Uploaded	03/24/2025
430-440 auth form.pdf	PLANNING	Other	Agent Authorization...	application/pdf	Uploaded	03/24/2025
436 12th st.pdf	PLANNING	Correspondence	Site plan	application/pdf	Uploaded	04/15/2025

Show all

Address: 436 12TH St W, BRADENTON, FL 34205

Owner Name: DELESLINE JAN R

Owner Address: PO BOX 283, TERRA CEIA, FL 34250

Parcel No: 3318900002

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Charles Ferrara	The Brown Bag	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
Lounges	

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Greg DeLong	Ready for Pr...	04/21/2025	Greg DeLong
Case Manager	Greg DeLong	Ready for Re...	04/21/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Greg DeLong	Pass	04/21/2025	Greg DeLong
Review Consolidation	Greg DeLong	Scheduled fo...	04/21/2025	Greg DeLong
DRC				
Planning Commission	Greg DeLong			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 436 12th St

I, John DeLesline, the registered property owner(s) of the above noted property, do hereby authorize

Joseph Bennett — 430 - 440 12th Street
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.

AGENT AUTHORIZATION

P.O. Box 283 Terra Ceia, FL 34250
Signature of Owner(s) — Owner(s) Address (if different than property above)

P.O. Box 283 Terra Ceia, FL 34250
Signature of Agent — Agent Address and Phone

REQUIRED

NOTARY

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 8th day of January 2025, produced _____

Personally known

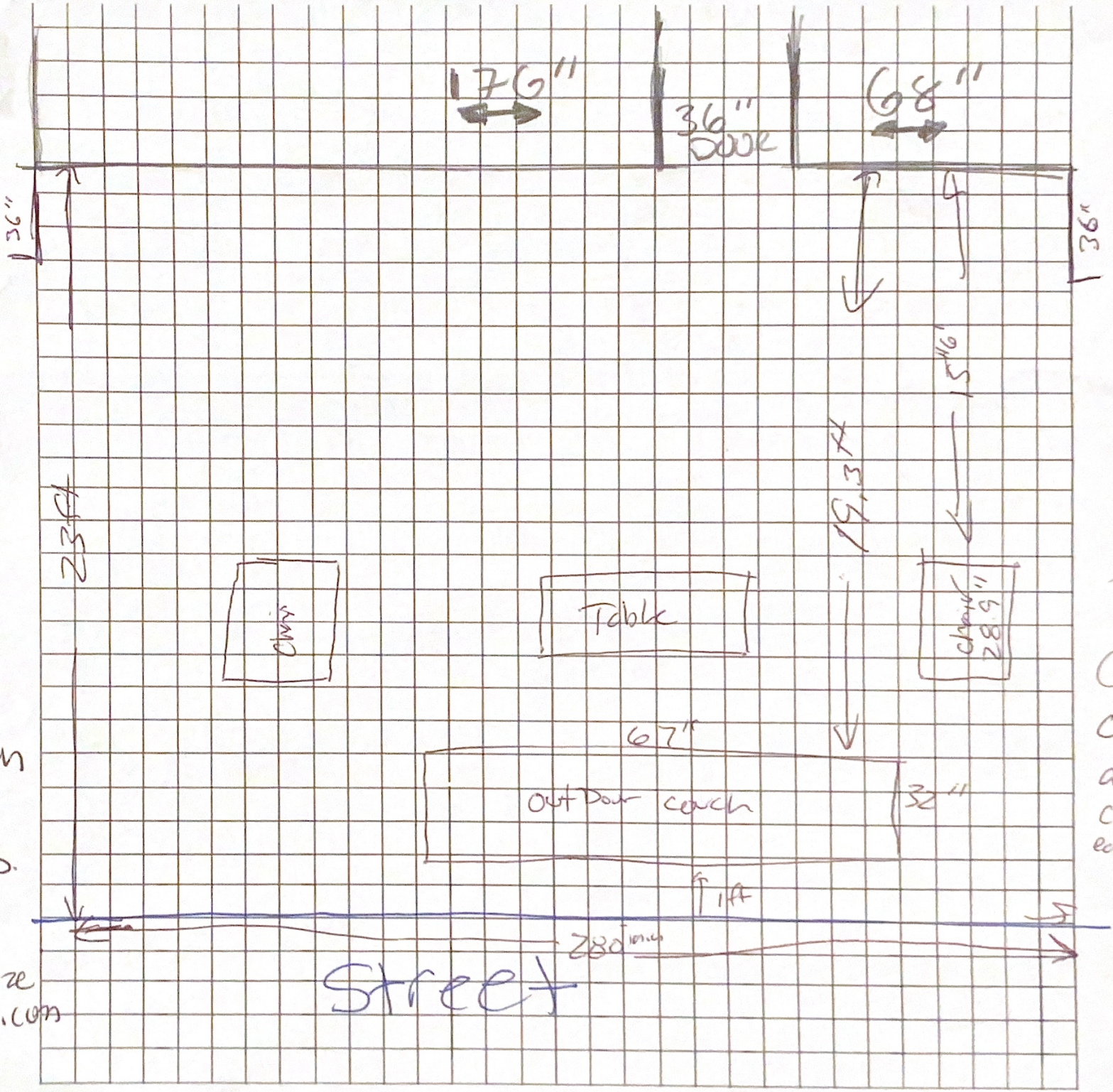
identification and who did (did not) take an oath:

Signature

JAN R DELESLINE
Notary Public
State of Florida
Comm# HH431320
Expires 8/8/2027

Print Name — Notary Public

State of Florida
My Commission Expires: _____


176"
36" Door
68"
36"
36"
Width
23ft
19.3ft
5'46"
Table
chairs 28"
67"
Outdoor couch
32"
1ft
280 inch
Street
tables
Chairs
Couch
all will come inside each night
436 12th
Craftails.
Admin@gulpandgrazegroup.com

1028

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
June 11, 2025

Staff Report

Case Number: PLN-SUP-24-0011
Res. Number: 25-59
Applicant: Joseph Bennett (agent)
Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
Address: 436 12th Street West
Parcel ID No: 3318900002
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
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: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Joseph Bennett (agent) for Craftails; submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 436 12th Street West.

While a sidewalk café has been in place at the subject property, the Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: 23'-4" x 23' (unit width and sidewalk depth)
- Number of Tables: 1-table
- Number of chairs: 2-outdoor chairs and 1-outdoor sofa

- Bussing and Hostess Stations: No
- Table Umbrellas: No
- Traversable Area: 15’-6” (minimum width)
- Furniture will be stored indoors when the business is closed

There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their May 6, 2025, meeting and the Committee had no concerns with the proposed request.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-S	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P	
Retail Building			P	P	P	SU	
Display Gallery			P	P	P	SU	
Restaurant			P	P	P	SU	
Kiosk			P	P	P	SU	
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P	

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:
12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

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 in the specific instance 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. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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):

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: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

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 use.

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: No new buildings will be constructed as part of the proposed use.

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: Requirement cannot be met due to the existing built environment.

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 ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5′ of traversable space on the public sidewalk.

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: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

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 appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

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: It appears that the proposed request is appropriate for the subject property and district.

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: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-59, Case PLN-SUP-24-0011 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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": Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map

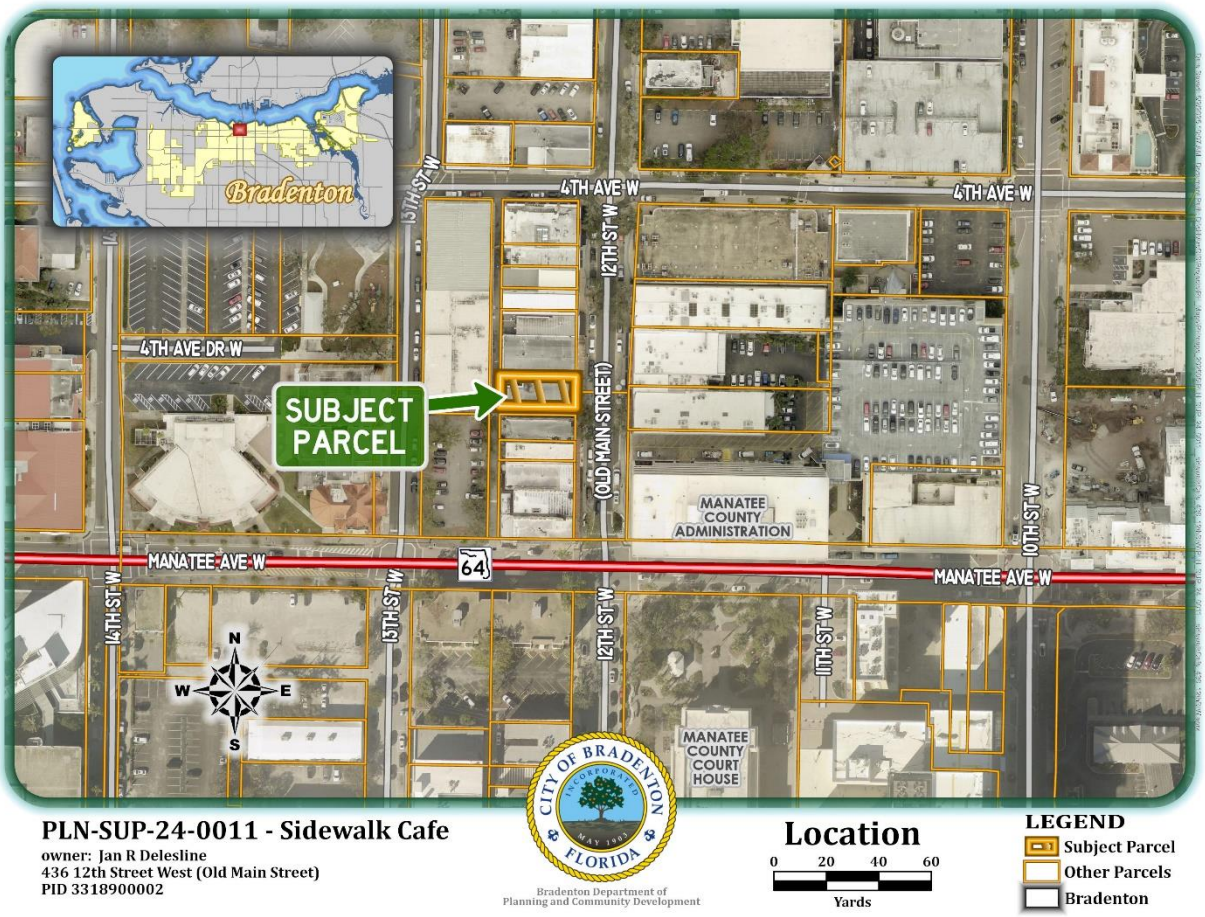


EXHIBIT "B"
Future Land Use Map

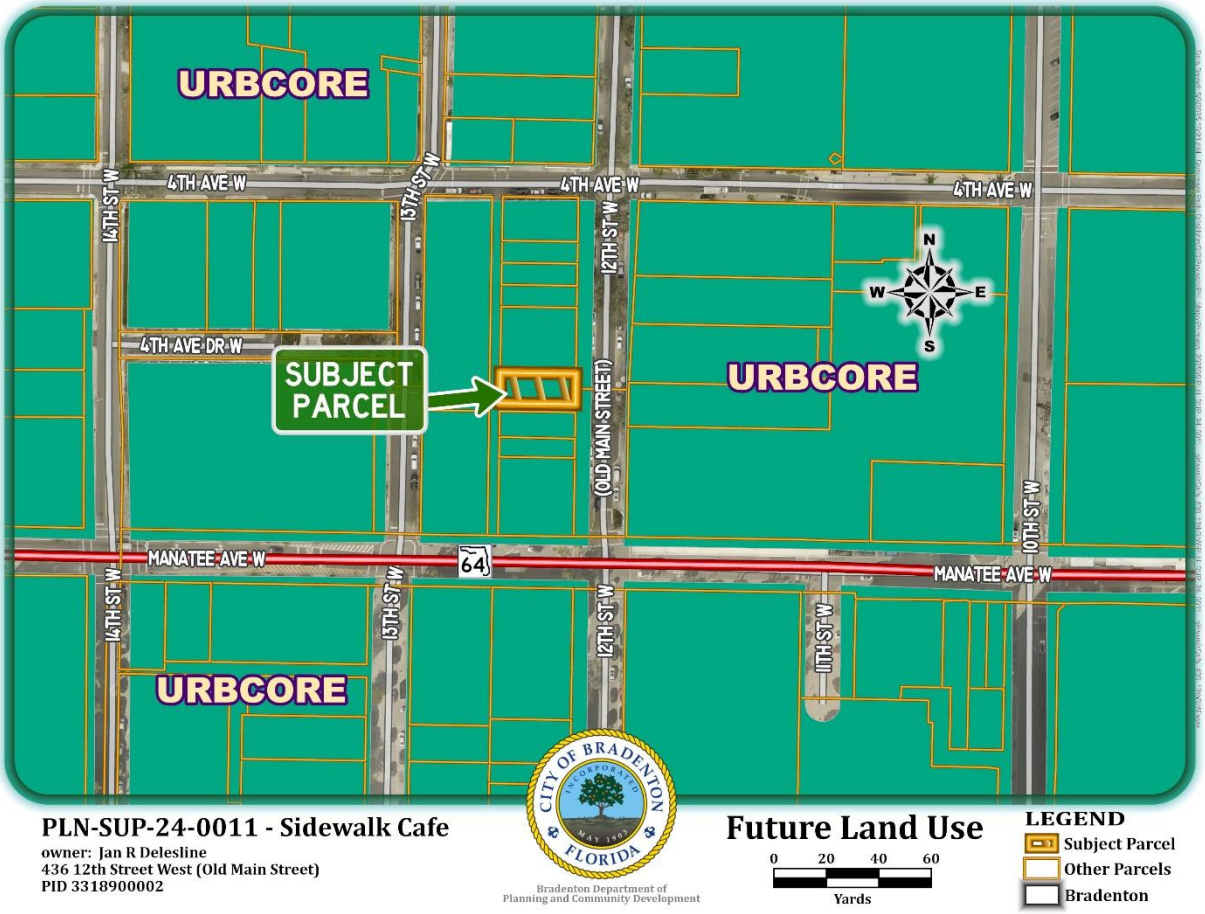


EXHIBIT "C"
Zoning Map

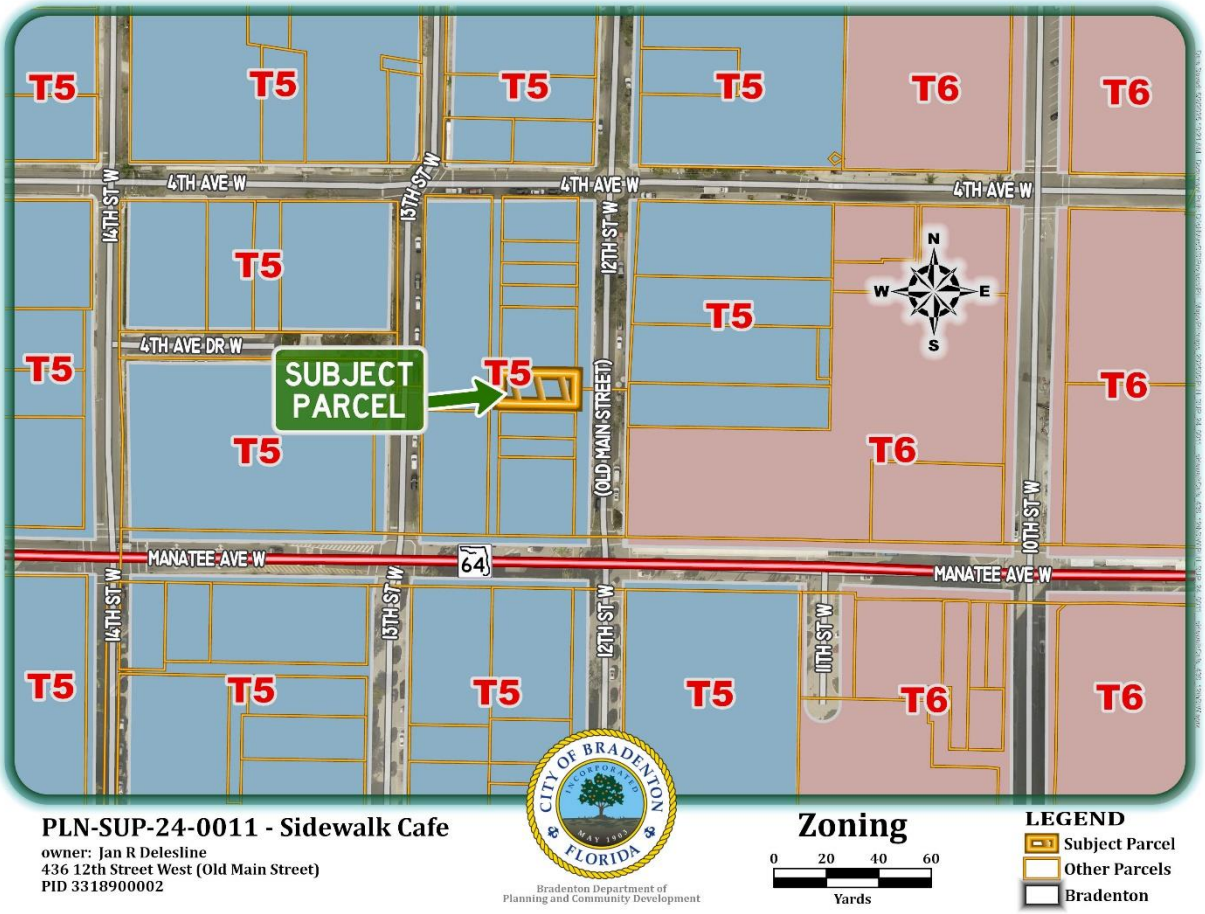
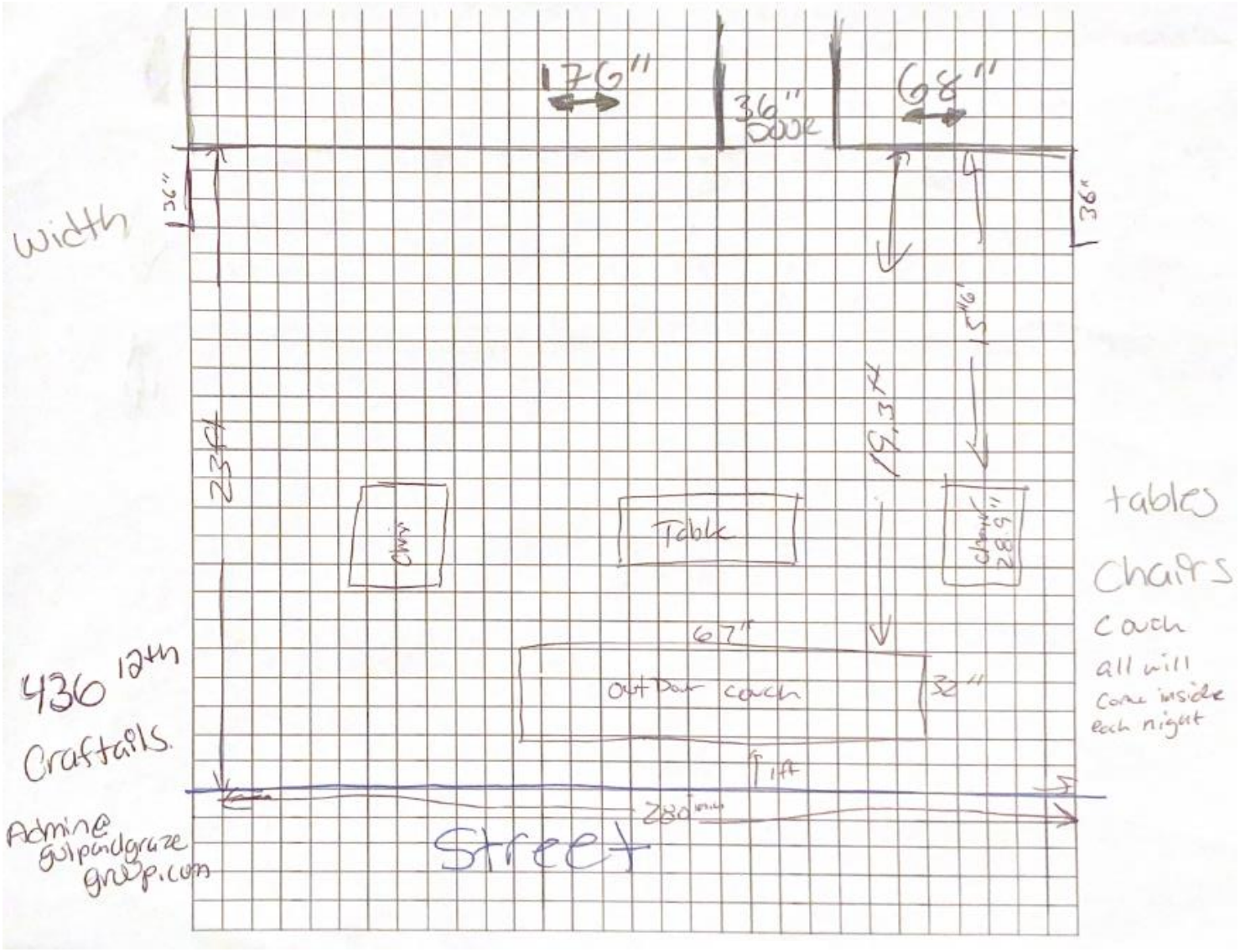


EXHIBIT "D"
Proposed Project Site Layout



City Council
June 11, 2025

Resolution 25-59| Case PLN-SUP-24-0011

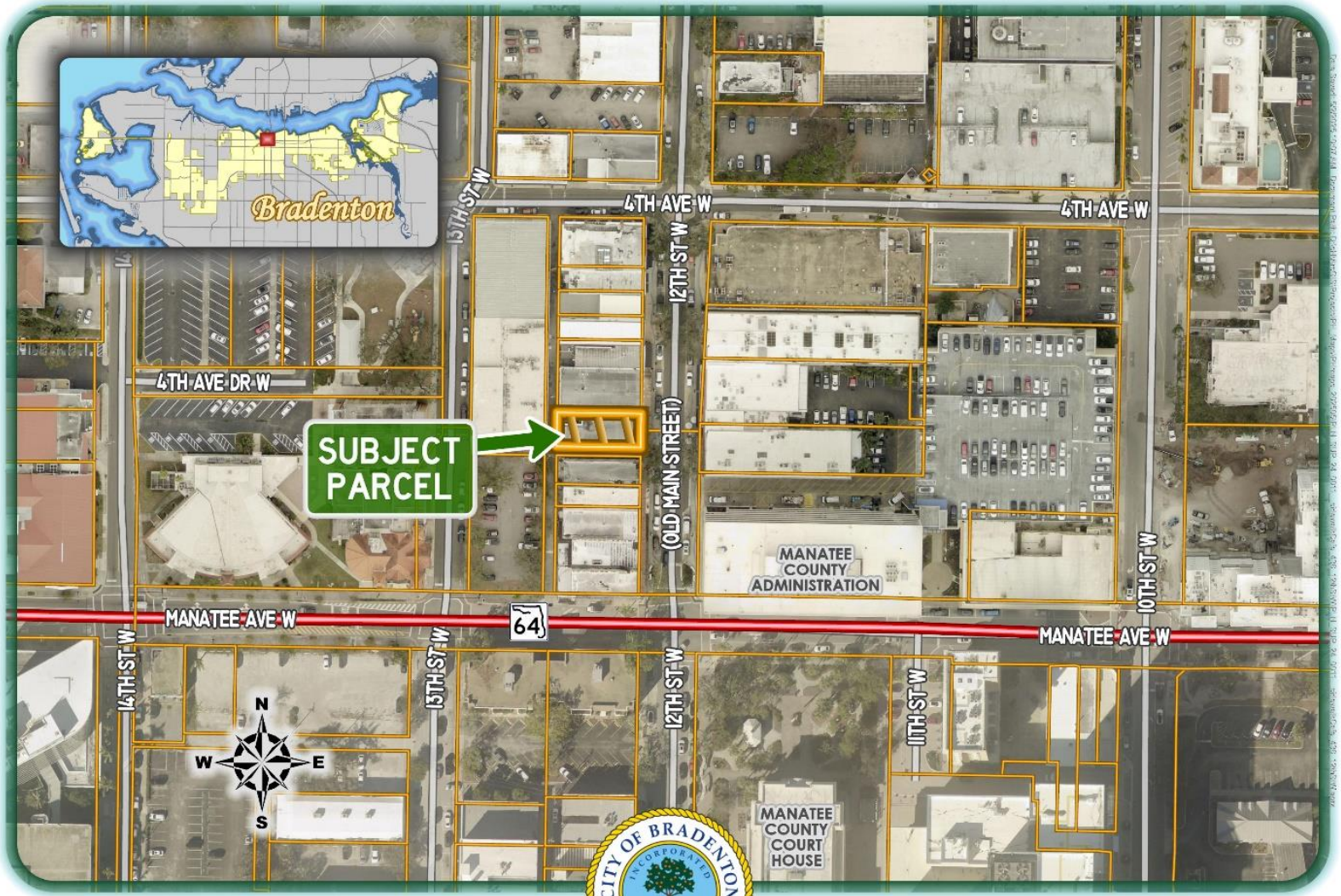
Special Use request to permit a sidewalk café with alcohol beverage sales for property located at 436 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

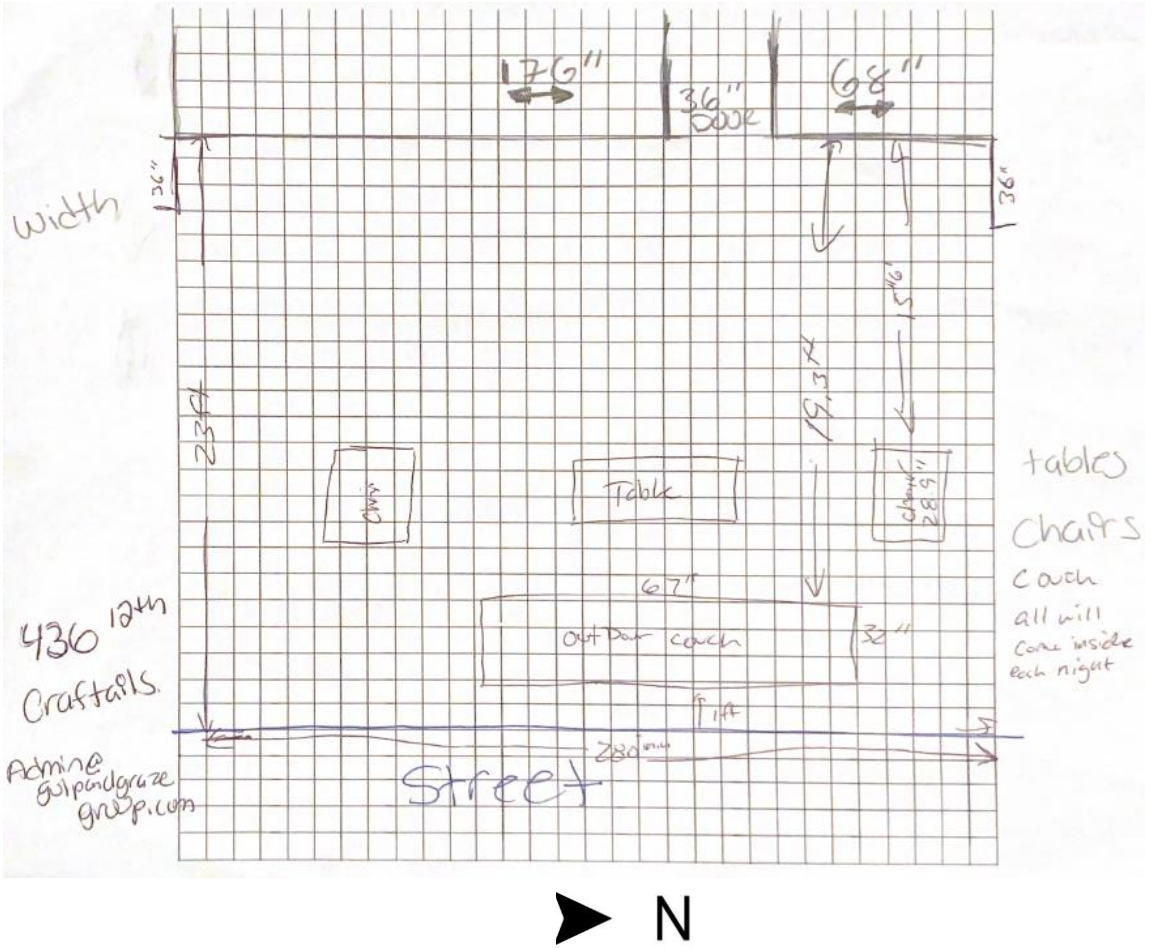
- Applicant: Joseph Bennett (agent)
- Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
- Address: 436 12th Street West
- Parcel ID No: 3318900002
- Acreage: .0691 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Bar with alcoholic beverage sales
- Purpose: Special Use approval to allow a sidewalk café with alcoholic beverage sales

Location Map



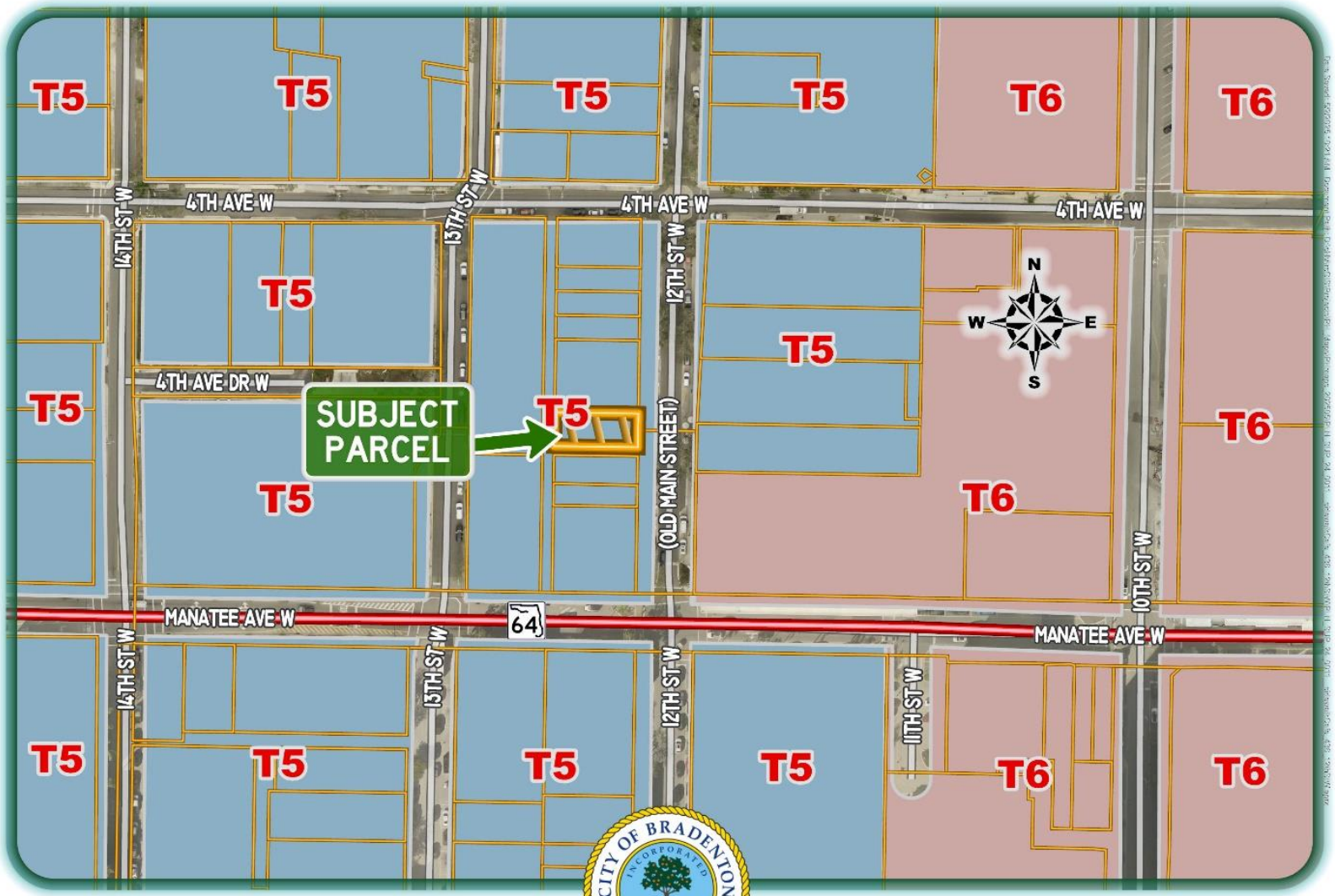
Summary of Proposed Request

- Craftails Speakeasy:
  - Area size: 23’-4” x 23’ (unit width and sidewalk depth)
  - Number of Tables: 1-table
  - Number of chairs: 2-outdoor chairs and 1-outdoor sofa
  - Bussing and Hostess Stations: No
  - Table Umbrellas: No
  - Traversable Area: 15’-6” (minimum width)
  - Furniture will be stored indoors when the business is closed



12th Street West (Old Main Street)

Zoning Map



PLN-SUP-24-0011 - Sidewalk Cafe

owner: Jan R Delesline
436 12th Street West (Old Main Street)
PID 3318900002

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of Planning and Community Development

Zoning

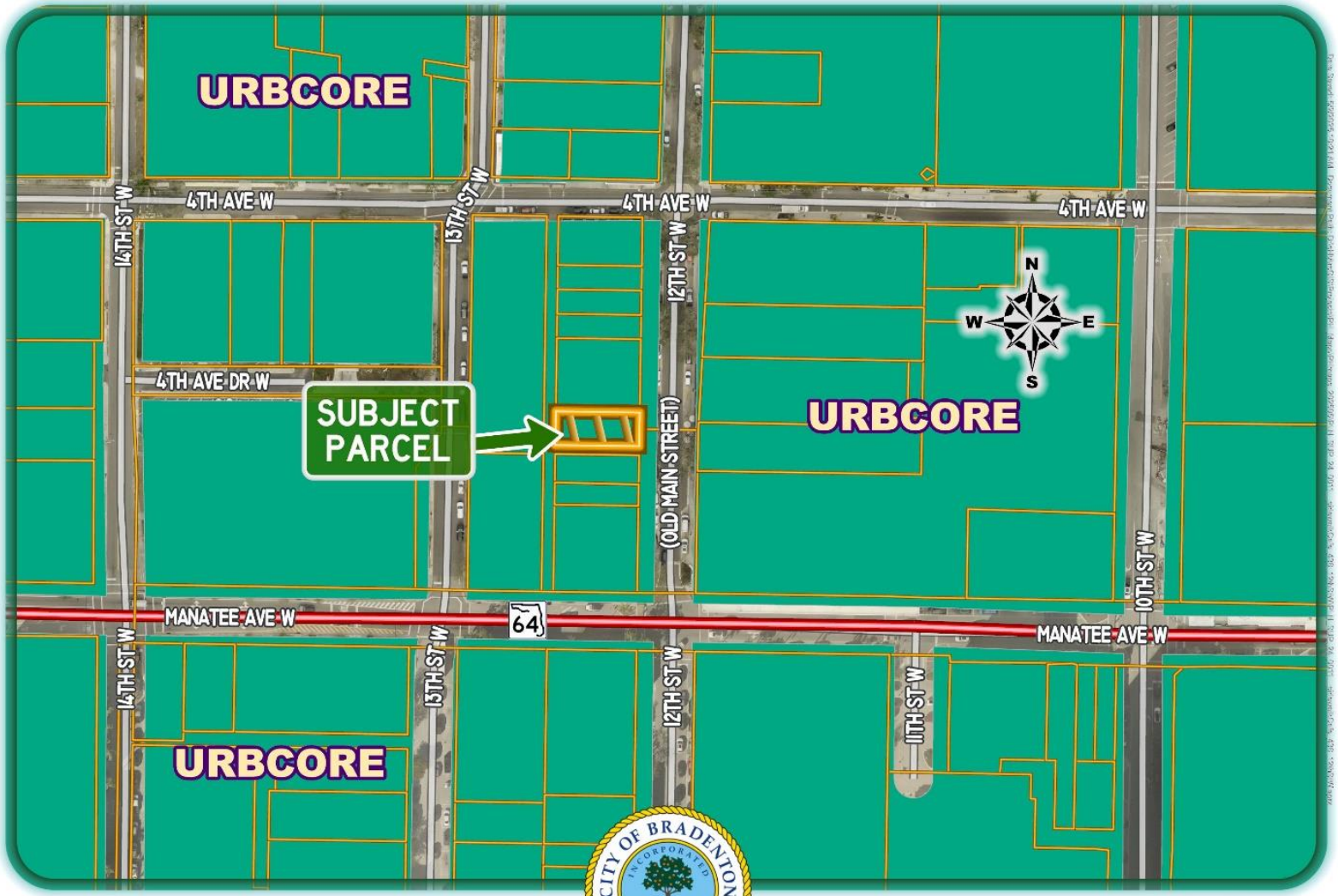
0 20 40 60

Yards

LEGEND

- Subject Parcel
- Other Parcels
- Bradenton

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Request

- Proposed request, if approved, grants permission from the city to allow for the sale and consumption of alcoholic beverages on the public sidewalk
  - Proper state licenses are also required
- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur on the sidewalk, City Council approval may be required

T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request

- Craftails Speakeasy:



Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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 (responses to the following criteria can be found in the submitted staff report):

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.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

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.

City Council Consideration

Resolution 25-59 | Case PLN-SUP-24-0011

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Resolution 25-59 | Case PLN-SUP-24-0011

Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-59, Case PLN-SUP-24-0011 with the following stipulations:

a. The approved Resolution, including the approve site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

Planning Commission Meeting Summary

Resolution 25-59 | Case PLN-SUP-24-0011

Continued list of conditions:

e. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 25-60 - PUBLIC HEARING - Presentation Upon Request

SUGGESTED ACTION: Motion to either approve or deny Resolution 25-60, Case PLN-SUP-24-0012. If the action is to approve, the following are recommended stipulations for approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables with built-in seats (4 seats in each) may remain on the sidewalk when the business is closed.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant has submitted a Special Use Permit application requesting permission to allow a sidewalk cafe with alcoholic beverages at 430 12th Street West.

While a sidewalk cafe has been in place at the subject property, the subject Special Use Permit will ensure compliance to City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 25-60 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 25-60
Application
Staff Report
Presentation

RESOLUTION 25-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. PLN-SUP-24-0012 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 430 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO 3319000000), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008 (the "Property Owner" or "Applicant") owns the property located at 430 12th Street West, Bradenton, Florida (Parcel ID No 3319000000), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit to permit a sidewalk café with alcoholic sales; and

WHEREAS, the Planning Commission held a noticed public hearing on May 21, 2025, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on June 11, 2025, 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 sidewalk café with alcoholic sales, as shown on the 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 City's professional staff recommended stipulations to consider for an approval.
e. 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.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. 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. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.
    6. 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 is adequate for the proposed use. See 3.3.2.5.

7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of 3 tables with built-in seats (4 seats each), as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables with built-in seats (4 seats in each) may remain on the sidewalk when the business is closed.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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 party 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. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 11th DAY OF JUNE 2025.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

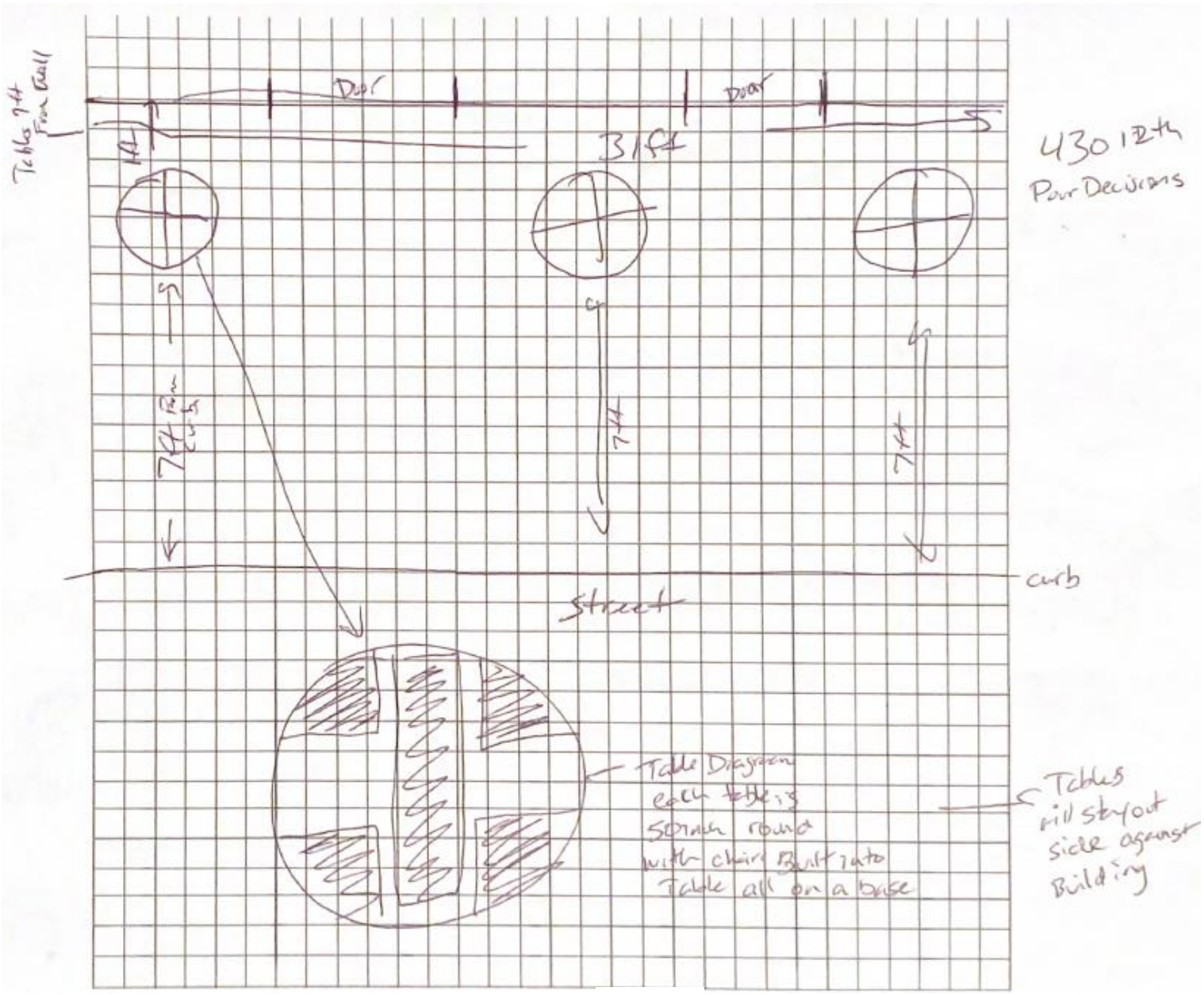
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3319000000:
LOTS 8,9,10 FULLER BLOCK PI#33190.0000/0

EXHIBIT "B"


Door
Door
31ft
430 12th
Pour Decisions
curb
street
Table Diagram
each table is
seat round
with chair built into
Table all on a base
Tables
will stay out
side against
Building
N

PLN-SUP-24-0012

Menu Reports Help

File Date: 12/31/2024

Application Status: Scheduled-Planning Commission

Assigned To:

Application Name:

Application Detail: Detail

Scope of Work: We would like to have tables and chairs outside on the sidewalk.

Application Type: Special Use Permit

Documents:

File Name	Document Group	Category	Description	Type	Document Status	Document Status Date
430 12 pds Bradenton.pdf	PLANNING	Other	Site plan	application/pdf	Uploaded	03/24/2025
430-440 auth form.pdf	PLANNING	Other	Agent Authorization...	application/pdf	Uploaded	03/24/2025
430 12th st .pdf	PLANNING	Correspondence	Site plan	application/pdf	Uploaded	04/15/2025

Show all

Address: 430 12TH St W, BRADENTON, FL 34205

Owner Name: DELESLINE JAN R

Owner Address: PO BOX 283, TERRA CEIA, FL 34250

Parcel No: 3319000000

Licensed Professionals Info:

Primary	License Number	License Type	Name	Business Name	Business License #

Application Comments:

View ID	Comment	Date

Initiated by Product: ACA

Contact Info:

Name	Organization Name	Contact Type	Status
Charles Ferrara	The Brown Bag	Applicant	Active

Job Value: $0.00

Total Fee Assessed: $0.00

Total Fee Invoiced: $0.00

Balance: $0.00

Custom Fields: **SPECIAL USE**

Type	Other
Lounges	

MEETING INFORMATION

Meeting Type	Date	Status

Workflow Status:

Task	Assigned To	Status	Status Date	Action By
Intake	Greg DeLong	Ready for Pr...	04/21/2025	Greg DeLong
Case Manager	Greg DeLong	Ready for Re...	04/21/2025	Greg DeLong
Building Review				
Public Works Review				
Fire Review				
Other Reviews				
Planning Review	Greg DeLong	Pass	04/21/2025	Greg DeLong
Review Consolidation	Greg DeLong	Scheduled fo...	04/21/2025	Greg DeLong
DRC				
Planning Commission	Greg DeLong			
City Council #1				
City Council #2				

Condition Status:

Name	Short Comments	Status	Apply Date	Severity	Action By

Scheduled/Pending Inspections:

Inspection Type	Scheduled Date	Inspector	Status	Comments

Resulted Inspections:

Inspection Type	Inspection Date	Inspector	Status	Comments

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

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 436 12th St

I, John DeLesline, the registered property owner(s) of the above noted property, do hereby authorize

Joseph Bennett — 430 - 440 12th Street
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.

AGENT AUTHORIZATION

P.O. Box 283 Terra Ceia, FL 34250
Signature of Owner(s) — Owner(s) Address (if different than property above)

P.O. Box 283 Terra Ceia, FL 34250
Signature of Agent — Agent Address and Phone

REQUIRED

NOTARY

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 8th day of January 2025, produced _____

Personally known

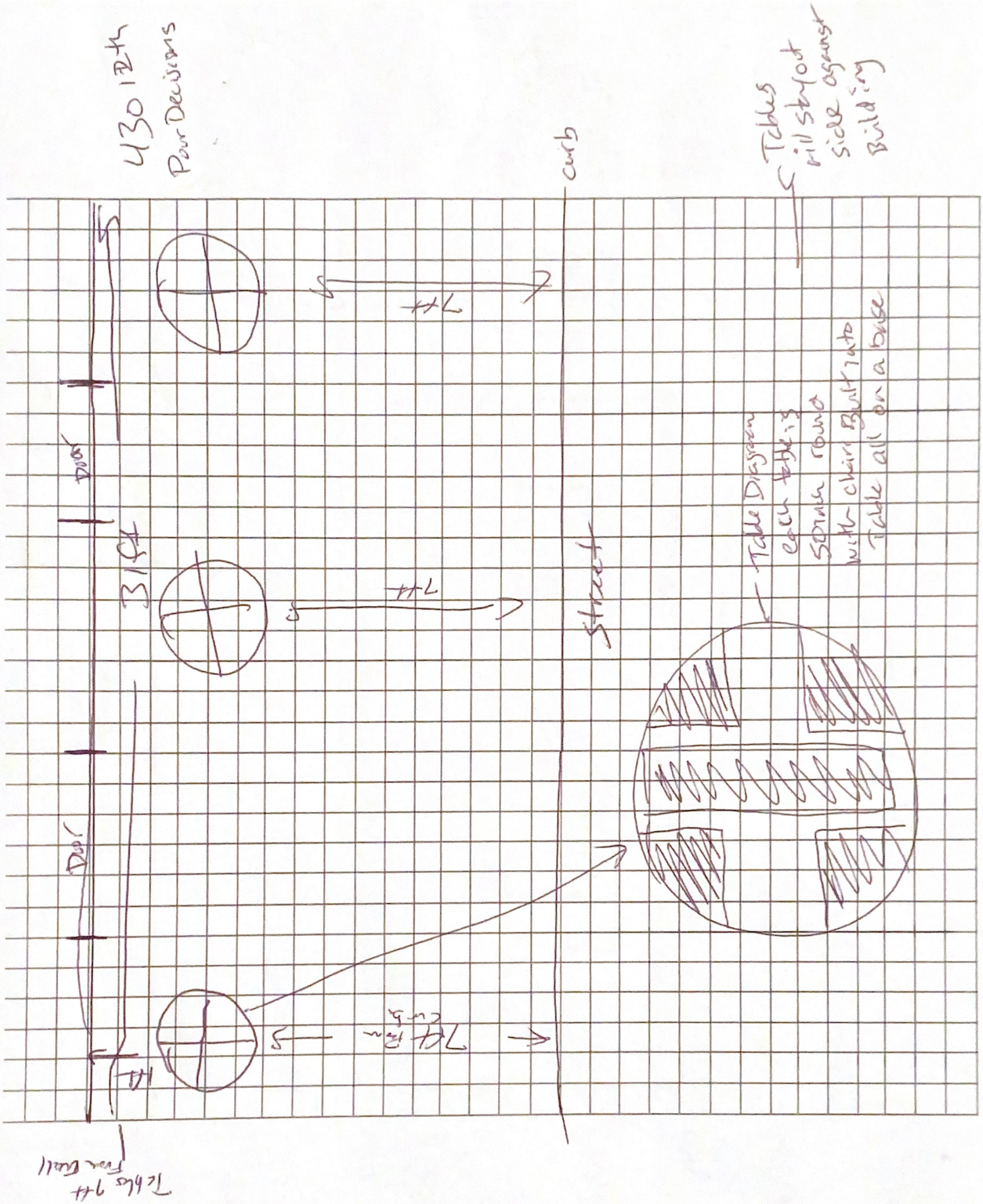
identification and who did (did not) take an oath:

Signature

JAN R DELESLINE
Notary Public
State of Florida
Comm# HH431320
Expires 8/8/2027

Print Name — Notary Public

State of Florida
My Commission Expires: _____


430 12th
Pour Decisions
Tables will stay out side against Building
curb
Table Diagram each table is 30" round with chairs Built into Table all on a base
Door
31 ft
Door
7 ft
7 ft
street
7 ft
Tables 9 ft from wall

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
June 11, 2025

Staff Report

Case Number: PLN-SUP-24-0012
Res. Number: 25-60
Applicant: Joseph Bennett (agent)
Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
Address: 430 12th Street West
Parcel ID No: 3319000000
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
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: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Joseph Bennett (agent) for Pour Decisions submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 430 12th Street West.

While a sidewalk café has been in place at the subject property, the Special Use process will ensure compliance to the City of Bradenton's Form Based Code and Land Use Regulations, should approval be granted by City Council.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: 31' x 19' (unit width and sidewalk depth).
- Number of Tables: 3-tables with each having 4 seats built in.
- Bussing and Hostess Stations: No.

- Table Umbrellas: No.
- Traversable Area: 7’ (minimum width)
- Requesting permission to allow for the 3 tables with built in seats to remain on sidewalk after business hours.

There are no Fire Department Connections (FDC) within the proposed café area.

The City of Bradenton Development Review Committee (DRC) reviewed the request at their May 6, 2025, meeting and the Committee had no concerns with the proposed request.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Café’s with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:
12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.

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 in the specific instance 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. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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):

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: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

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 use.

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: No new buildings will be constructed as part of the proposed use.

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: Requirement cannot be met due to the existing built environment.

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 ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5' of traversable space on the public sidewalk.

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: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

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 appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

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: It appears that the proposed request is appropriate for the subject property and district.

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: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission met on May 21, 2025, and recommended to City Council **Approval** (vote 5-0) of Resolution 25-60, Case PLN-SUP-24-0012 with the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables with built-in seats (4 seats in each) may remain on the sidewalk when the business is closed.
d. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,

Gregory J DeLong

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": Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map

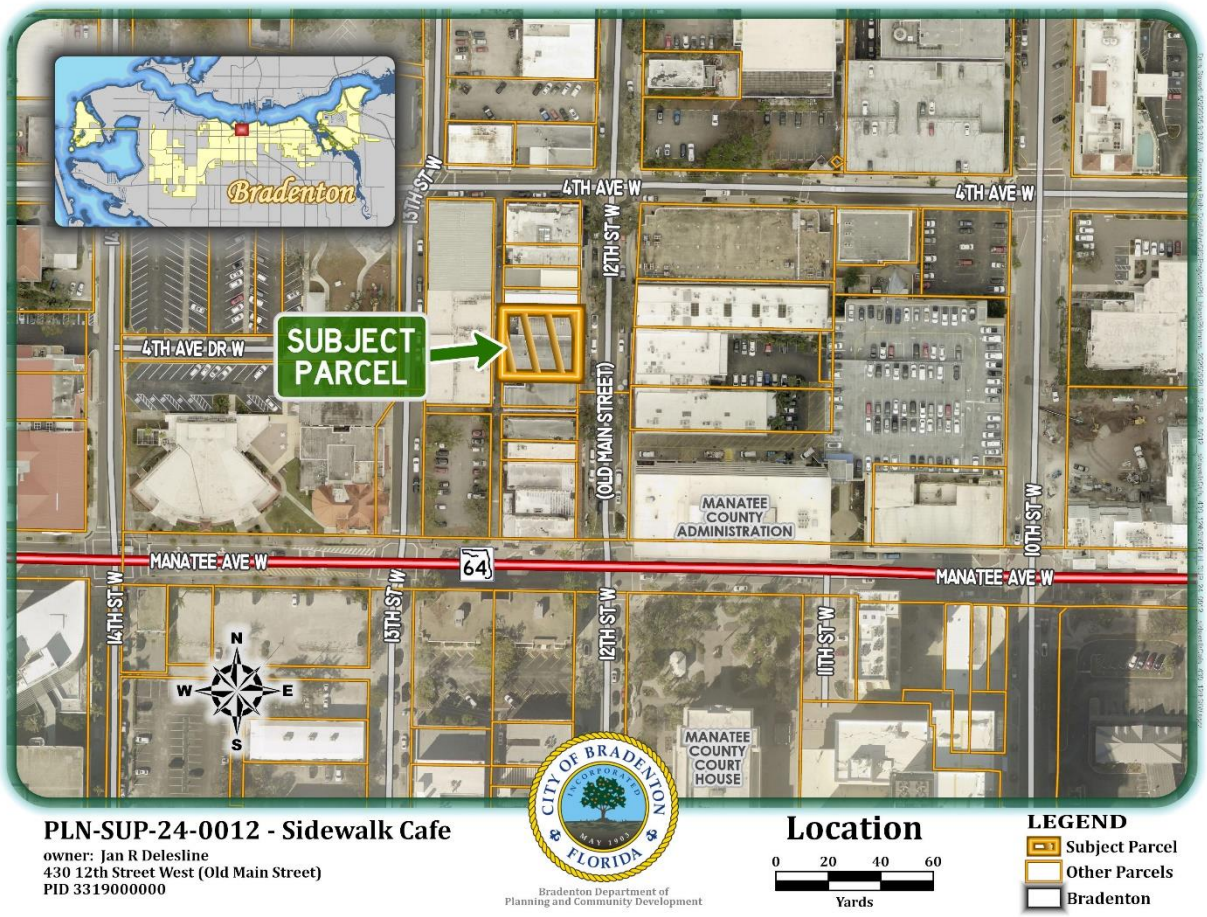


EXHIBIT "B"
Future Land Use Map

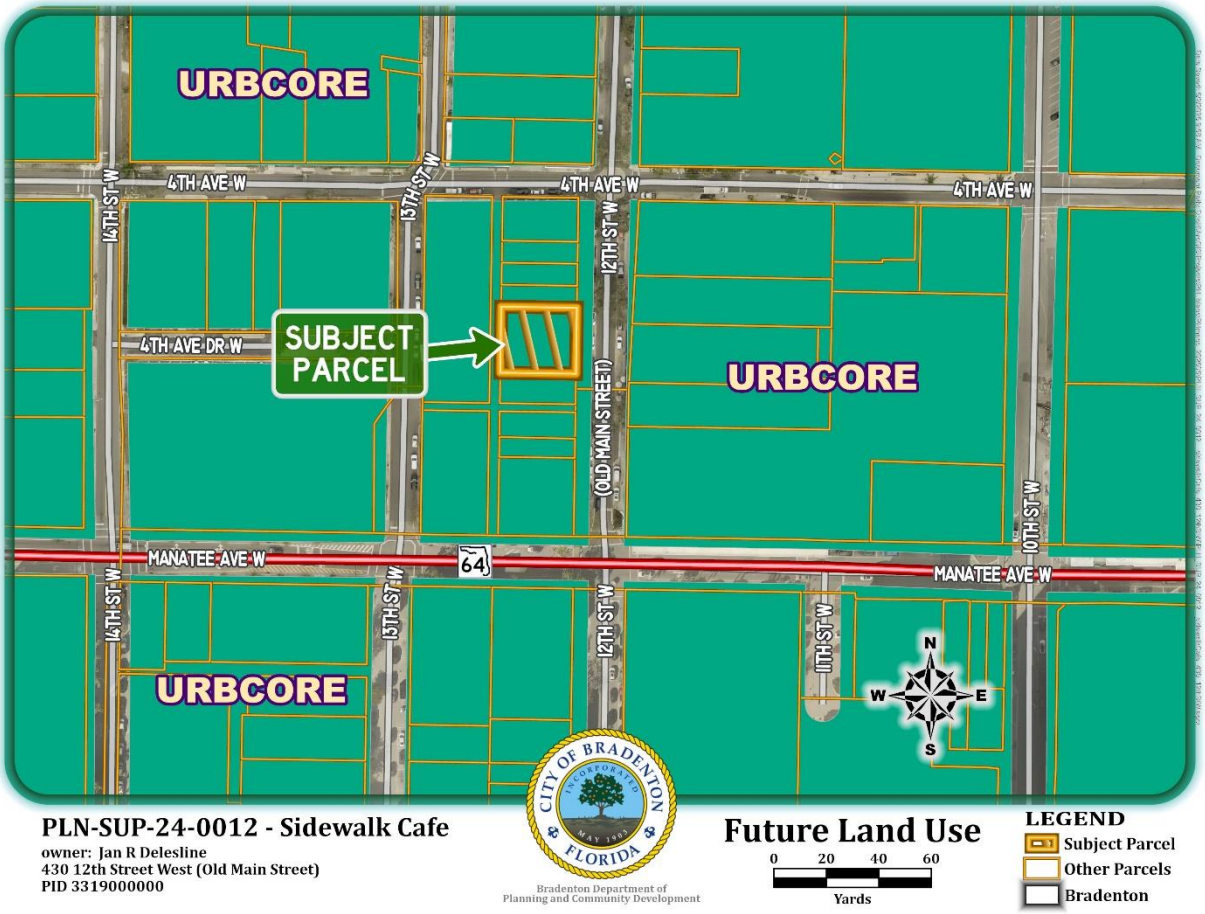


EXHIBIT "C"
Zoning Map

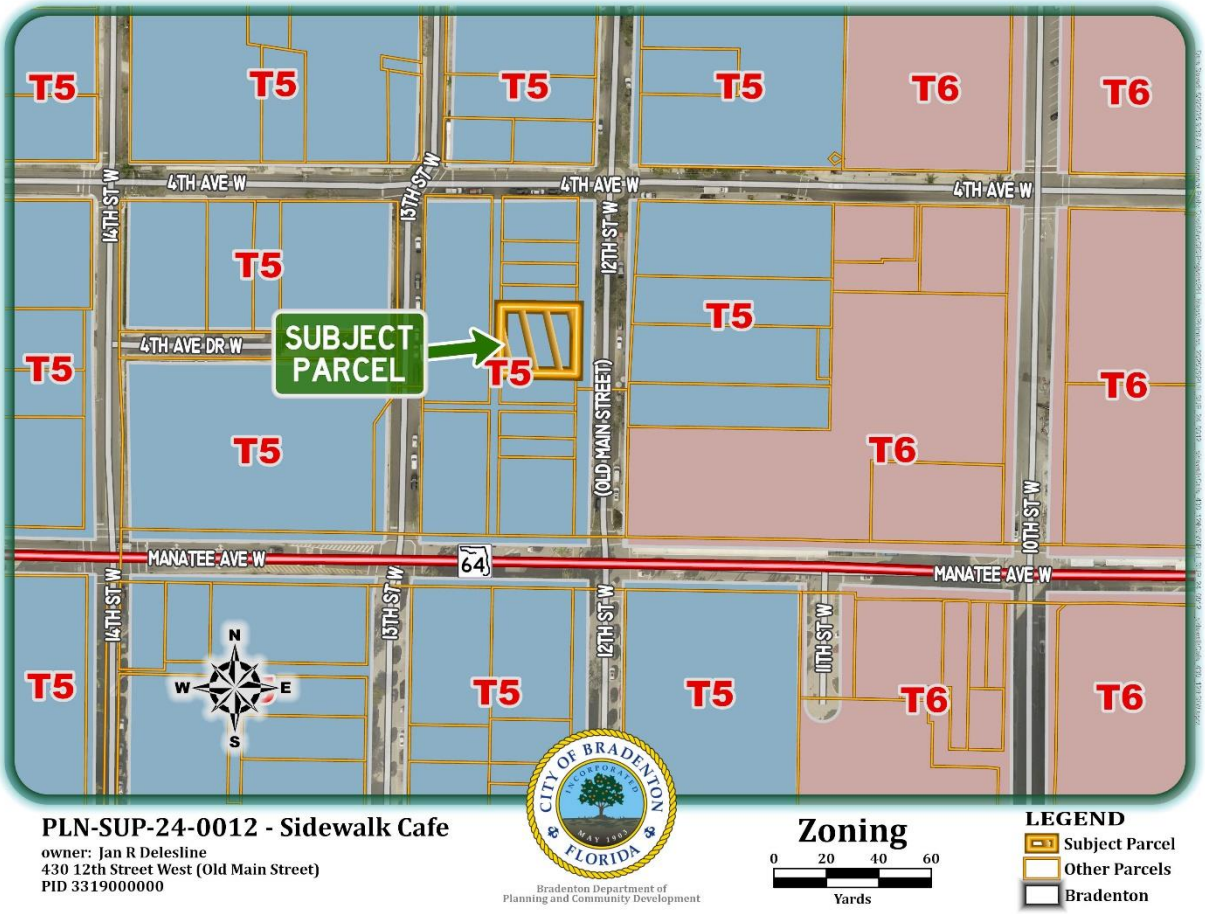
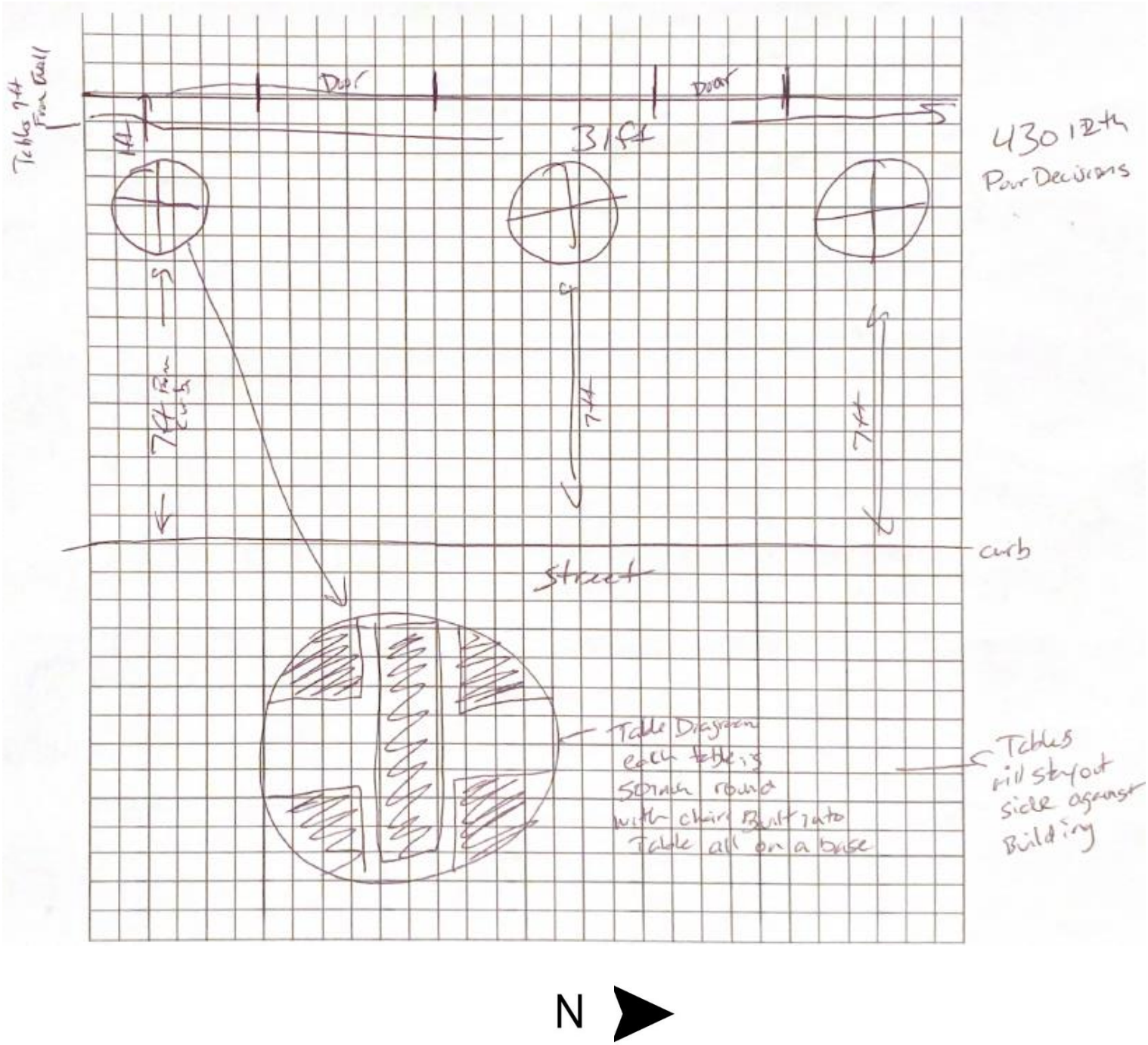


EXHIBIT "D"
Proposed Project Site Layout



City Council
June 11, 2025

Resolution 25-60| Case PLN-SUP-24-0012

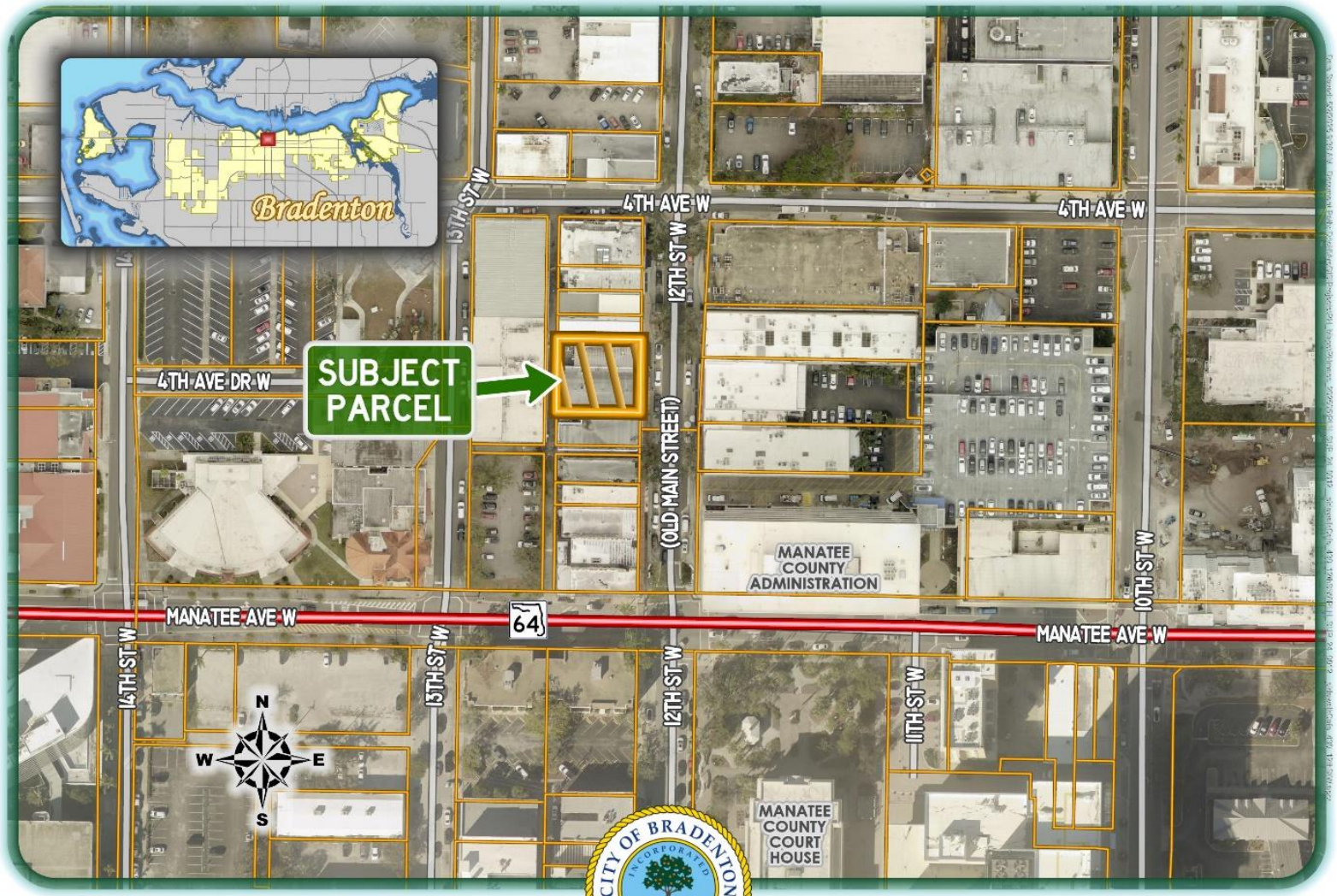
Special Use request to permit a sidewalk café with alcohol beverage sales for property located at 430 12th Street West

Staff Contact: Greg DeLong; Asst. Director of PCD

Case Information

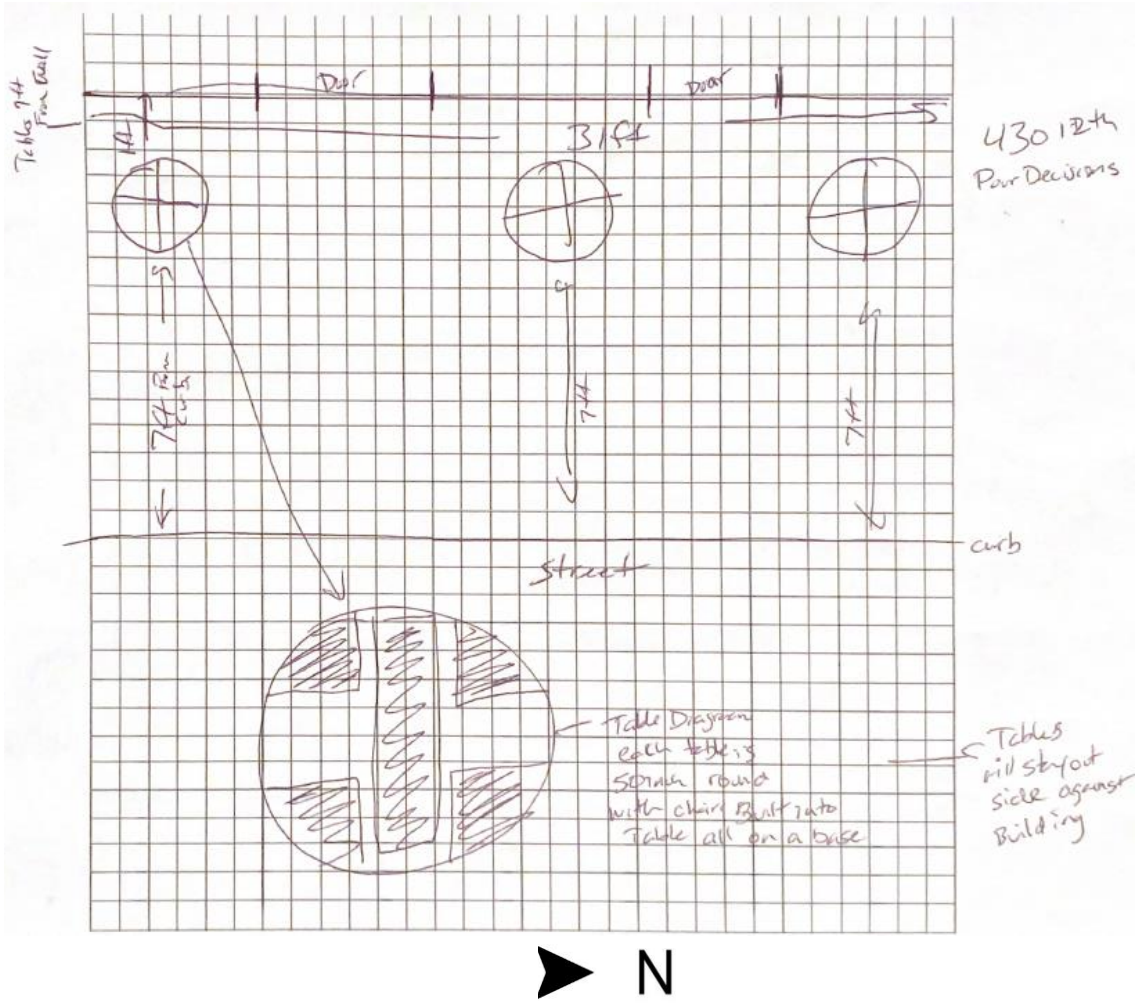
- Applicant: Joseph Bennett (agent)
- Owner: Jan R. DeLesline, as Trustee of the Jan R. DeLesline Revocable Living Trust dated February 14, 2008
- Address: 430 12th Street West
- Parcel ID No: 3319000000
- Acreage: .1481 acres
- Current Zoning: T5 (Urban Center – Transect District)
- FLUM Zoning: URBCORE (Urban Core)
- Flood Zone: X
- Existing Use: Bar/Lounge with alcoholic beverage sales
- Purpose: Special Use approval to allow a sidewalk café with alcoholic beverage sales

Location Map



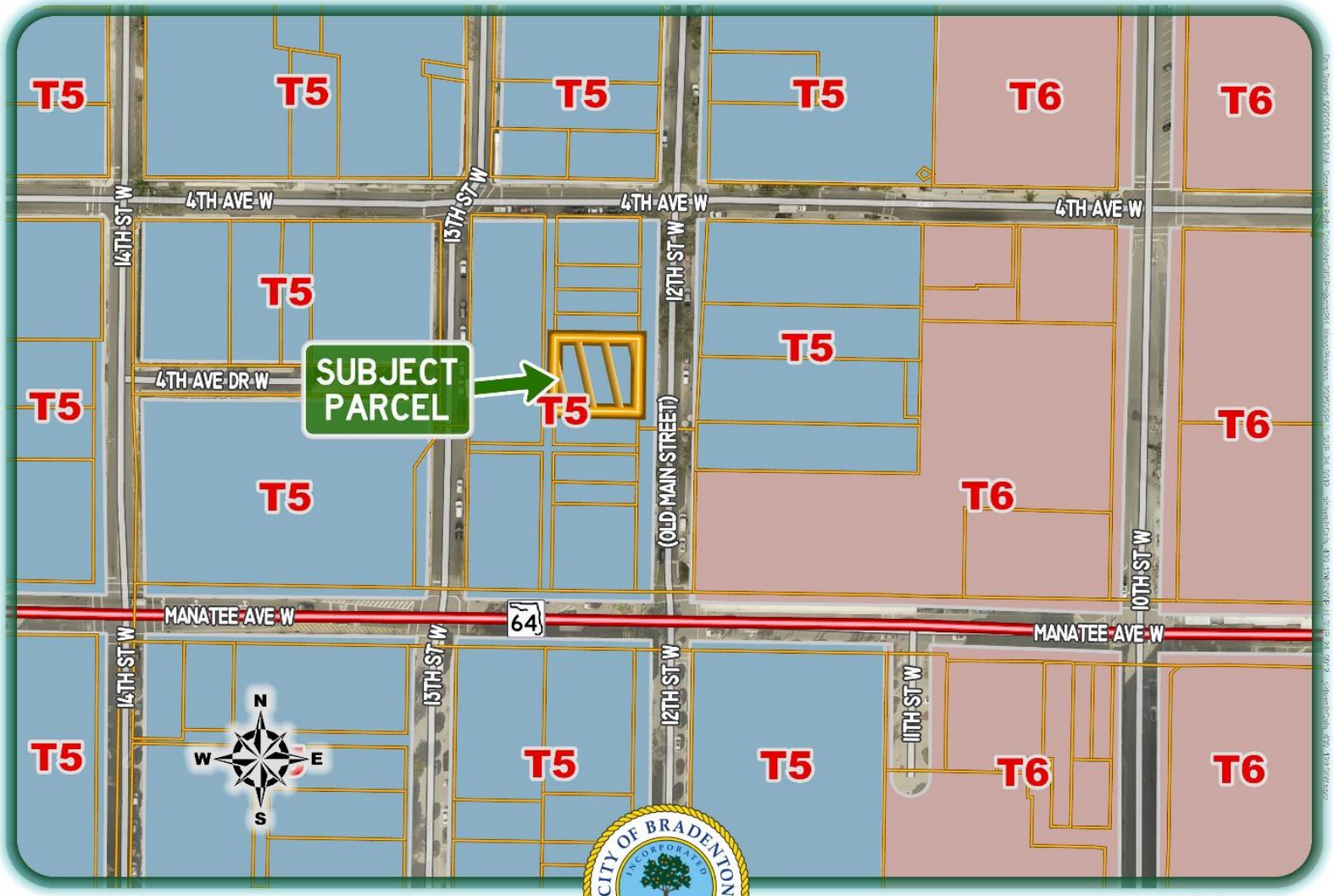
Summary of Proposed Request

- Pour Decisions:
  - Area size: 31’ x 19’ (unit width and sidewalk depth)
  - Number of Tables: 3-tables with each having 4 seats built in
  - Bussing and Hostess Stations: No
  - Table Umbrellas: No
  - Traversable Area: 7’ (minimum width)
  - Requesting permission to allow for the 3 tables with built in seats to remain on sidewalk after business hours

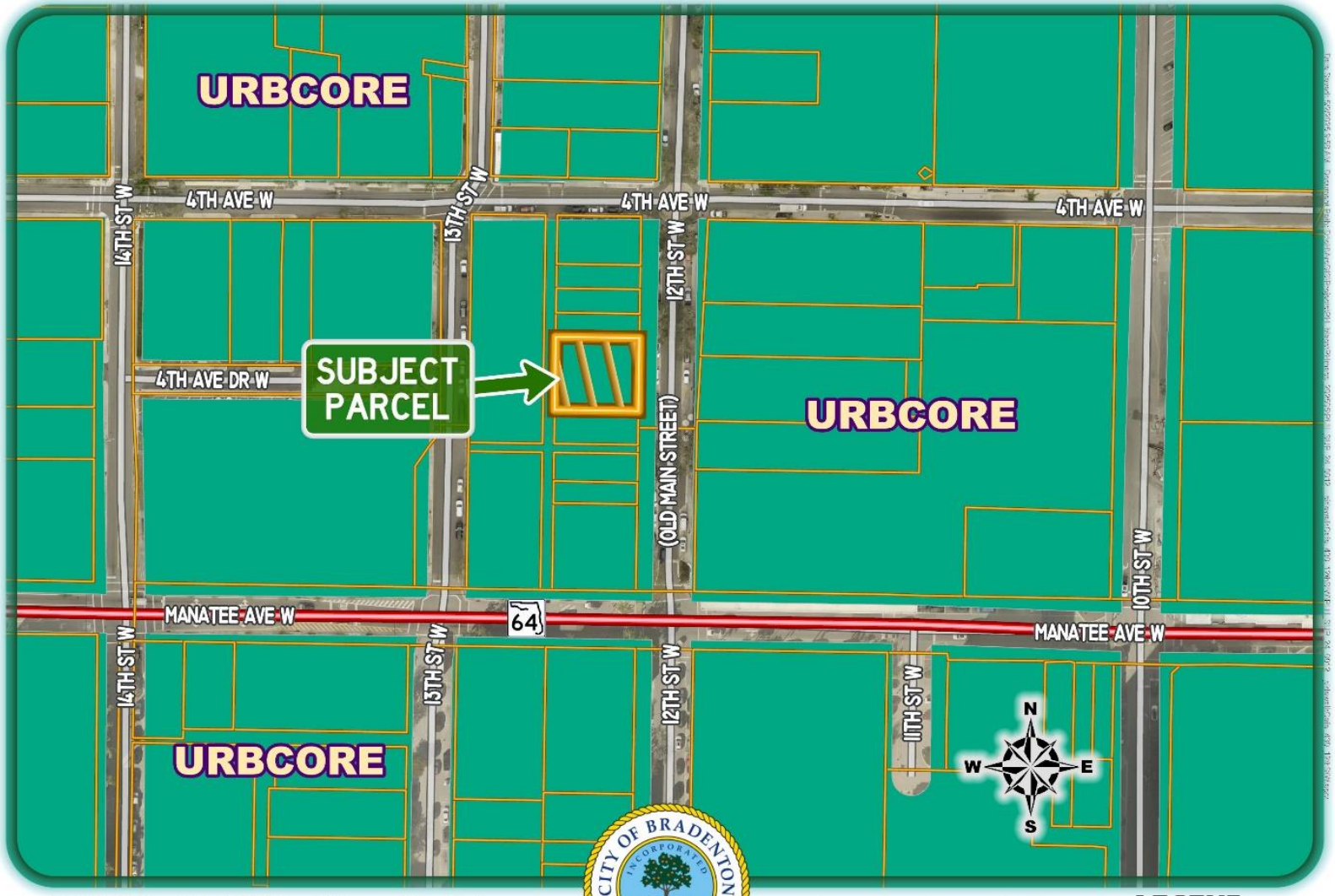


12th Street West (Old Main Street)

Zoning Map


T5
T6
4TH AVE W
4TH AVE DR W
14TH ST W
13TH ST W
12TH ST W
11TH ST W
10TH ST W
(OLD MAIN STREET)
SUBJECT PARCEL
MANATEE AVE W
64
N
W
E
S
PLN-SUP-24-0012 - Sidewalk Cafe
owner: Jan R Delesline
430 12th Street West (Old Main Street)
PID 3319000000
CITY OF BRADENTON
INCORPORATED
MAY 1903
FLORIDA
Bradenton Department of
Planning and Community Development
Zoning
0 20 40 60
Yards
LEGEND
Subject Parcel
Other Parcels
Bradenton

Future Land Use Map



Form Based Code Regulations

- Definitions:
  - 12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

Proposed Request

- Proposed request, if approved, grants permission from the city to allow for the sale and consumption of alcoholic beverages on the public sidewalk
  - Proper state licenses are also required
- Subject property is located within the city's Form Based Code Area:
  - Sidewalk cafes with less than 20 seats are permitted but if alcohol sales occur on the sidewalk, City Council approval may be required

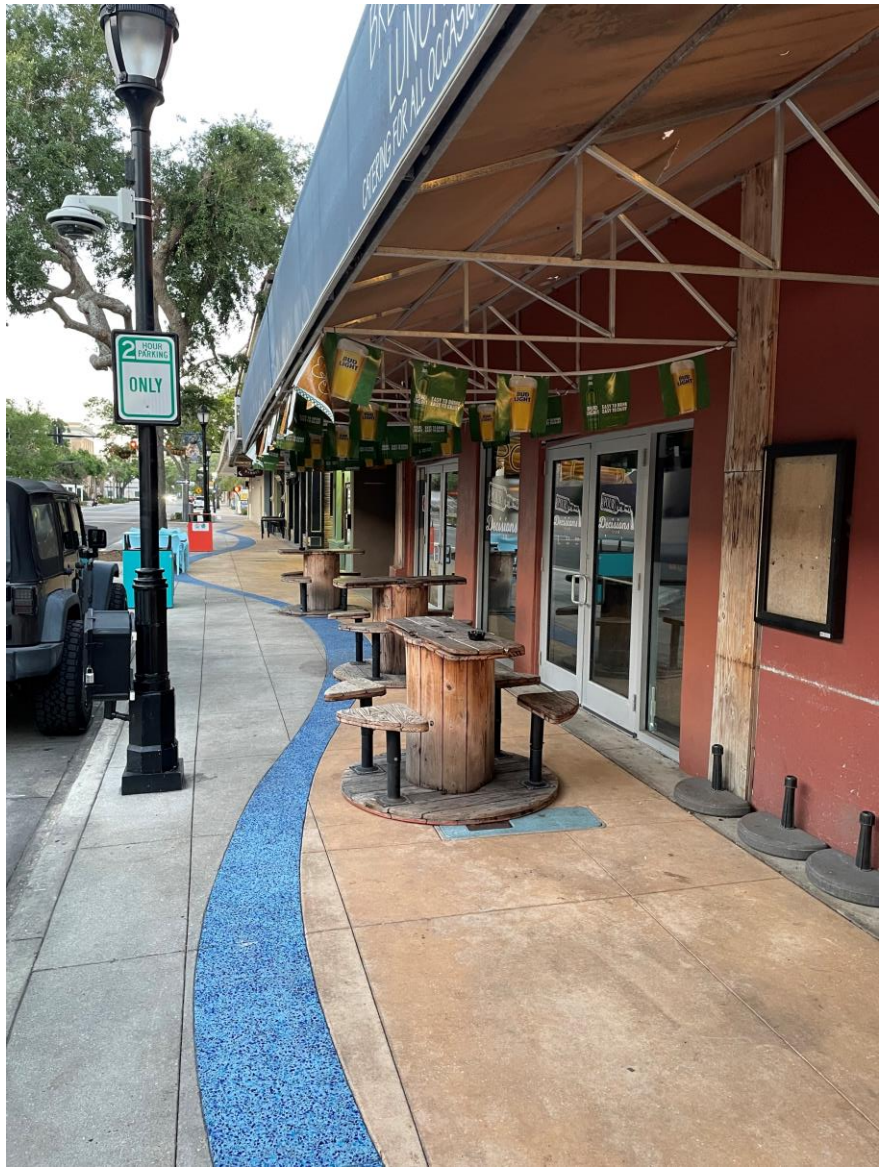
T4-S

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

Summary of Proposed Request

- Pour Decisions (business open):



Comprehensive Plan (Design Element)

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space and the Public Realm

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide

LURs (Alcohol & Sidewalk Cafes)

4.3.11 *Sidewalk café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.2 *Maintenance.* Public sidewalks approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

LURs (Alcohol & Sidewalk Cafes)

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

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 (responses to the following criteria can be found in the submitted staff report):

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.

Review Criteria (LURs) - Continued

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

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.

City Council Consideration

Resolution 25-60 | Case PLN-SUP-24-0012

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 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Resolution 25-60 | Case PLN-SUP-24-0012

Planning Commission met on May 21, 2025, and recommended to City Council Approval (vote 5-0) of Resolution 25-60, Case PLN-SUP-24-0012 with the following stipulations:

a. The approved Resolution, including the approve site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. No more than 3 tables with built-in seats (4 seats each) may remain on the sidewalk when the business is closed.
d. Clear pedestrian access on the public sidewalk of no less than 5’ shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.

Planning Commission Meeting Summary

Resolution 25-60 | Case PLN-SUP-24-0012

Continued list of conditions:

e. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
f. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
g. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Questions?

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Volker Reiss, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4054 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at the first reading. The second reading and public hearing are scheduled for July 23, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has adopted the International Property Maintenance Code ("IPMC") published by the International Council ("ICC") over 20 years ago as its property maintenance ordinance. ICC has published an updated version every three years. The City has adopted the updated versions subsequently. This Ordinance is to adopt the 2024 version of the IPMC. In 1998 the City adopted Minimum Maintenance Standards and Guidelines ("Minimum Maintenance Code"). The

Minimum Maintenance Code was subsequently adopted as an addendum to the IPMC by reference. This ordinance will incorporate the language of the Minimum Maintenance Code in the City's Code of Ordinances.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
No action is required at the first reading. The second reading and public hearing are scheduled for July 23, 2025.

ATTACHMENTS:
Ordinance 4054

ORDINANCE NO. 4054

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE IX, SECTION 18-240 OF THE CODE OF ORDINANCES TO ADOPT BY REFERENCE THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; AMENDING CHAPTER 18, ARTICLE IX, TO ADD A NEW SECTION 18-242 TO ADOPT MINIMUM MAINTENANCE STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has previously adopted the International Property Maintenance Code (the "IPMC") by reference as the property maintenance code of the City, including specific local revisions thereto;

WHEREAS, a new 2024 edition of the IPMC has been issued, and the City desires to update the City's Code by reference to the current version of the IPMC, and to update local revisions to the IPMC, where appropriate;

WHEREAS, the City previously adopted minimum maintenance standards ("Standards") which are currently referred to as "addendum" in Section 18-240 of the City's Code; and

WHEREAS, the City hereby desires to adopt only Sections 1 and 2 of the Standards and provide the language of the Standards in a new Section 18-242 of the City's Code to provide clarity to the residents as to the actual Standards required.

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 18-240 of the City Code of Ordinances of the City of Bradenton, Florida, is hereby amended to read as follows:

Sec. 18-240. International Property Maintenance Code.

A certain document, three copies of which are on file in the office of the city clerk, being marked and designated as the International Property Maintenance Code®. ~~2021~~ 2024, as published by the International Code Council. Inc., be and is hereby adopted as the property maintenance code of the city ~~in this state~~, together with its appendix A~~;~~ for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code ~~and addendum~~ are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions insertions, delegations, deletions and changes prescribed in this section.

B. A new Section 18-242 shall be added to the City Code of Ordinances of the City of Bradenton, Florida as follows:

Sec. 18-242. ~~Reserved.~~ Minimum Maintenance Standards.

The city hereby adopts the following Minimum Maintenance Standards as a supplement to the International Property Maintenance Code and such standards shall be applicable citywide:

(1) *Requirements*.

A. *Building Front, Side and Rear Walls Abutting Streets or Public Areas*.

(1) All deteriorated or damaged structural and decorative elements visible from a public right-of-way, including signage, shall be repaired or replaced to match, at a minimum, as closely as possible the existing or original materials and construction of the building, except that changes shall be permitted that are otherwise required or encouraged by the Administrative Official.

(2) Every such part of a structure visible from a public right-of-way or abutting a street shall be made structurally sound. Rotten or weakened portions shall be removed, repaired or replaced in such a manner as to be compatible with the rest of the structure or to match the original materials and construction techniques. All exposed wood shall be stained or painted. Every such part shall be clean of graffiti, litter, dirt, mildew or other debris and painted surfaces must be maintained without peeling or chalking.

(3) Walls shall be repaired and painted to present a neat and clean appearance. Side walls where visible from the street shall be finished or painted so as to be harmonious with the front of the building.

(4) Existing miscellaneous non-functional elements on the building, such as empty electrical conduit, unused sign brackets, etc. shall be removed and the building surface repaired or rebuilt as required to match adjacent surfaces and original or previous condition. Wires and conduit shall be secured and located as inconspicuously as possible.

B. *Windows.*

(1) Every broken or missing window glass shall be repaired or replaced. New windows shall closely resemble the building's other existing windows.

(2) All windows must be tight fitting and have sashes of proper size and design that meet applicable codes. Sashes with rotten wood broken joints or loose mullions and muntins shall be repaired or replaced with a similar design or material. No aluminum frames shall be allowed unless painted, excluding residential buildings.

(3) Window openings in the building shall not be boarded or filled except as approved by the Administrative Official. Windowpanes or glass shall not be painted.

(4) In non-residential buildings, all windows shall be kept clean and transparent and the visible interior neat and clean. Any interior screening, including curtains, drapes and blinds must be kept in good repair and appearance.

(5) Show Windows: Show windows include the building face, porches and entrance area leading to the door, the sidelights, transoms, display platforms, devices, including lighting and signage designed to be viewed from the public right-of-way. Show windows, entrances, signs, lighting, sun protection, awnings, porches, security grills, etc., shall be compatible and harmonious with the original scale and character of the structure. All show window elements should be located within the original dimension.

C. *Awnings.*

(1) Soft retractable flame proof awnings are permitted over the first floor and on upper floors above the windows only. They shall not project more than seven (7) feet from the building front, shall not be more than nine (9) feet above grade, ad shall terminate against the building at a height not to exceed fourteen (14) feet above the pavement, except with the prior approval of the Administrative Official.

(2) Rigid or fixed awnings or canopies are permitted if they are original or an integral part of the structure and compatible and harmonious with the scale and character of the structure and adjacent structures and pose no visual impediment to adjacent buildings. New rigid or fixed awnings or

canopies may be added to existing structures subject to restrictions outlined above.

(3) Awnings that are torn, badly faded or structurally compromised shall be repaired or replaced.

D. *Roofs.*

(1) Chimneys and all other rooftop structures shall be repaired and cleaned in the same manner as required for rear and side walls. Any part of the building visible from the street or from other buildings shall be finished so as to be harmonious with other visible building walls. Television and radio antennas, pipes, ductwork, mechanical equipment such as air conditioning units, and auxiliary enclosures or sheds, shall be located as to be as inconspicuous as possible.

(2) All roofs and existing gutters and downspouts shall be maintained to prevent damage to the structure and adjoining properties and the public. Leaky roofs shall be repaired or replaced.

E. *Trash and Non-Contiguous Parts.*

(1) There shall be no trash placed on sidewalks or other areas open to the public except on those days when such trash is to be picked up by the City. All private trash receptacles areas shall be screened from the view of the public right-of-way, except where trash receptable placement is authorized in alleyways. Such areas shall be kept neat and clean in appearance.

F. *Auxiliary Structures*.

(1) Structures at the rear of buildings, whether attached or unattached to the principal commercial structure, which are structurally deficient shall be properly repaired and painted or demolished. All fences, lighting devises and supports, retaining walls, outside service and seating areas, signs and their supporting elements shall be structurally sound, kept free of overgrowth, trash and debris and be repaired and painted to present a neat and clean appearance.

(2) All vending machines, including refrigerated storage machines but excluding well maintained and stocked newspaper vending machines, shall be located within an enclosed building or area. Machines dispensing newspapers and advertising circulars cannot be located in the public right-of-way unless kept painted, clean and in a standardized fashion.

G. *Sites.*

(1) *Landscaping:* All green areas (front, side and rear yards) shall be kept free of overgrowth, weeds, trash and debris. All dead tree limbs and dead trees shall be removed.

(2) *Vacant Lots:* Where a vacant lot exists or is created through demolition, the owner must cover all areas not actively used for parking or loading with an environmentally acceptable ground cover approved by the Administrative Official. Such areas will include overflow parking designed for occasional use. Said ground cover shall be maintained and the property kept free of trash and debris and shall comply fully with the codes of the City.

(3) *Parking Lots*: All parking areas shall be well maintained and kept free of overgrowth, potholes, weeds, trash and debris. Existing paving and striping shall be maintained in good repair, and neat and clean in appearance. All parking lots shall be landscaped. The size of the buffers shall be in conformance with the C-1 District standards. The Administrative Official may have some latitude to deviate from these standards. In lieu of asphalt or concrete, the Administrative Official may approve stone, gravel and washed shell provided it meets the administrative standards of four inch compacted base with two inch shell or ¾ inch stone or gravel.

H. *Temporary Coverings.*

(1) No temporary covering of any part of a structure may remain more than fifteen (15) days after ongoing construction has been completed or sixty (60) days total, whichever is longer. An example of a temporary covering is a board covering a broken or missing window.

I. *Color of the Building.*

(1) The use of bright and highly reflective fluorescent colors as a primary and dominant color on a structure shall not be allowed (i.e. bright yellow, bright green, bright orange, etc.) Such colors can only be used as a highlight or accent on surfaces not to exceed 10% of each visible side of a structure from the right-of-way. In any case, where the color determination is not clear, the Administrative Official shall make a determination.

(2) The Minimum Maintenance Standards shall be applicable to all unimproved and improved properties within the geographical boundaries described in this Section. Said standards shall be in addition to any other standards, codes, ordinances, rules regulations or other statutory requirements applicable to such properties, including the City's Land Use and Development Regulations.

Section 3. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining

sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

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. 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 6. Effective Date. This Ordinance shall take effect as provided by Florida law.

FIRST READING	June 11, 2025
PUBLICATION DATE	July 9, 2025
SECOND READING	July 23, 2025

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. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4061 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for July 23, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton has purchased approximately 32.39 acres for public use on the south side of the CSX railroad tracks contiguous to the City's jurisdiction. This Ordinance will annex the property into the City. Subsequent ordinances will adopt City zoning and land use designations for the property.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for July 23, 2025.

ATTACHMENTS:
Ordinance 4061
Staff Report
Boundary Survey

ORDINANCE NO. 4061

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 32.29 acres of real property legally described in and generally depicted on **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*, and the City Council has determined that the petition bears the requisite signatures of all owners of the Property; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the annexation of the Property will not create any enclaves, and the annexation otherwise meets the requirements of Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in and generally depicted on the sketch attached as Exhibit A, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby directed to

undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla*. *Stat*.

Section 4. 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 0provisions 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 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	June 11, 2025
PUBLICATION DATE	May 29, 2025
SECOND READING	July 23, 2025

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2025.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

5180734v1

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description:

Parcel 1 (O.R. 2166, PG. 1467):

Tropicana Southwest Parcel (County)

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 S, Range 17 E; thence N 00°19'50" E, along the easterly line of the Southwest 1/4 of said Section 36, a distance of 1437.44 feet to the intersection with the southwesterly line of the C.S.X. Railroad right-of-way (formerly known as the Seaboard Coastline Railroad); thence N 53°11'51" W, along the southwesterly line of said C.S.X. Railroad right-of-way, parallel with the C.S.X. main line track centerline and 65.0 feet southwesterly therefrom, a distance of 67.18 feet to the intersection of the southwesterly line of the C.S.X. Railroad right-of-way with the westerly right-of-way of 9th Street East, as shown on F.D.O.T. right-of-way maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said main track centerline and 65.0 feet southwesterly therefrom, a distance of 374.18 feet; thence S 88°54'10" E, along said southwesterly C.S.X. railroad right-of-way, 68.54 feet; thence N 53°11'51" W, along said southwesterly C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1446.68 feet; thence N 89°05'05" W, along said southwesterly C.S.X. Railroad right-of-way, 68.24 feet; thence N 53°11'51" W, parallel with said C.S.X. main track centerline and 65.0 feet southwesterly therefrom, a distance of 179.09 feet; thence N 00°23'07" E, along said C.S.X. Railroad right-of-way, 49.71 feet: thence N 53°11'51" W, along said C.S.X. Railroad right-of-way, parallel with said C.S.X. main track centerline and 25.0 feet southwesterly therefrom, a distance of 1104.58 feet to the intersection with the easterly right-of-way of State Road No. 55; thence S 00°30'55" E, along the easterly right-of-way of said State Road No. 55, a distance of 96.51 feet; thence N 89°29'05" E, a distance of 27.63 feet; thence S 53°11'51" E, parallel with the southwesterly C.S.X. Railroad right-of-way and 60.0 feet southwesterly therefrom, a distance of 802.97 feet; thence S 00°24'36" W, a distance of 1184.93 feet to the intersection with the northerly right-of-way of State Road No. 683 (U.S. 301) as shown on aforesaid F.D.O.T. right-of-way maps; thence S 89°04'20" E, along the northerly right-of-way of said State Road No. 683 (U.S. 301), a distance of 719.47 feet; thence S 89°03'49" E, along said northerly right-of-way, a distance of 307.14 feet to a point on the arc of a curve whose radius point lies S 12°01'01" W, a distance of 1592.39 feet; thence run southeasterly, along said northerly right-of-way and the arc of said curve through a central angle of 19°31'46", a distance of 542.77 feet to the point of tangent of said curve; thence S 58°27'13" E, along said northerly right-of-way, a distance of 308.55 feet to the intersection with the westerly right-of-way of aforesaid 9th Street East; thence N 07°40'57" E, along the northerly right-of-way of said 9th Street East, a distance of 233.52 feet to the POINT OF BEGINNING, being and lying in Section 36, Township 34 S, Range 17 E, Manatee County, Florida.

Containing 28.31 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 1 are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as N 00°19'50" E, referenced in Official Records Book 2166, Page 1467, recorded in the Public Records of Manatee County, Florida.
   Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
6) This description is taken from the aforementioned title commitment in Note #5.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

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Digitally signed by David E Cronkhite, PSM
Date: 2025.05.20 10:05:12 -04'00'

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)

Description (O.R. 2166, PG. 1458)**:**

Parcel 2:

Tropicana Park (Parcel A)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506, for a **POINT OF BEGINNING**; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way a distance of 948.56 feet; thence S 00°16'20" W, leaving said southwesterly C.S.X. Railroad right-of-way, a distance of 121.85 feet to the intersection with the northerly limited access right-of- way of State Road No. 683 (U.S. Highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, a distance of 970.67 feet to the intersection with the aforesaid easterly right-of-way of 9th Street East; thence N 06°00'58" W, along said easterly right-of-way, a distance of 184.34 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Parcel 3:

Tropicana Park (Parcel B)

Commence at the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E.; thence S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 60.00 feet to the intersection with the easterly right-of-way of 9th Street East as shown on the Florida Department of Transportation Right-of-way Maps, Section 13120-2506; thence continue S 89°18'13" E, along the northerly line of said Southwest 1/4 of the Southeast 1/4, a distance of 87.61 feet to the intersection with the southwesterly C.S.X. Railroad right-of-way; thence S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 948.56 feet for a **POINT OF BEGINNING**; thence continue S 53°11'51" E, along said southwesterly C.S.X. Railroad right-of-way, a distance of 306.82 feet to a point on the arc of a curve whose radius point lies S 53°17'55" W, 930.06 feet; thence run southeasterly, along said southwesterly C.S.X. Railroad right-of-way and the arc of said curve through a central angle of 10°21'25", a distance of 168.12 feet to the intersection with the northerly limited access right-of-way of State Road No. 683 (U.S. highway 301), as shown on aforesaid Florida Department of Transportation Right-of-way Maps; thence N 58°27'13" W, along said northerly limited access right-of-way, 391.96 feet; thence N 00°16'20" E, a distance of 121.85 feet to the POINT OF BEGINNING, being and lying in the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 S., Range 17 E., Manatee county, Florida.

Containing a total of 4.08 acres more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all 11 sheets.
3) Bearing for Parcel 2 and 3 are based on the North line of the Southwest 1/4 of the Southeast 1/4 of Section 36, Township 34 South, Range 17 East, being assumed as S 89°18'13" E, referenced in Official Records Book 2166, Page 1458, recorded in the Public Records of Manatee County, Florida.
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A3, Issuing Office File Number 41324.042, Commitment Date, March 27, 2025 at 11:00pm, updated April 14, 2025.
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7) See Sheet #1 for additional notes.

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SCALE: NONE

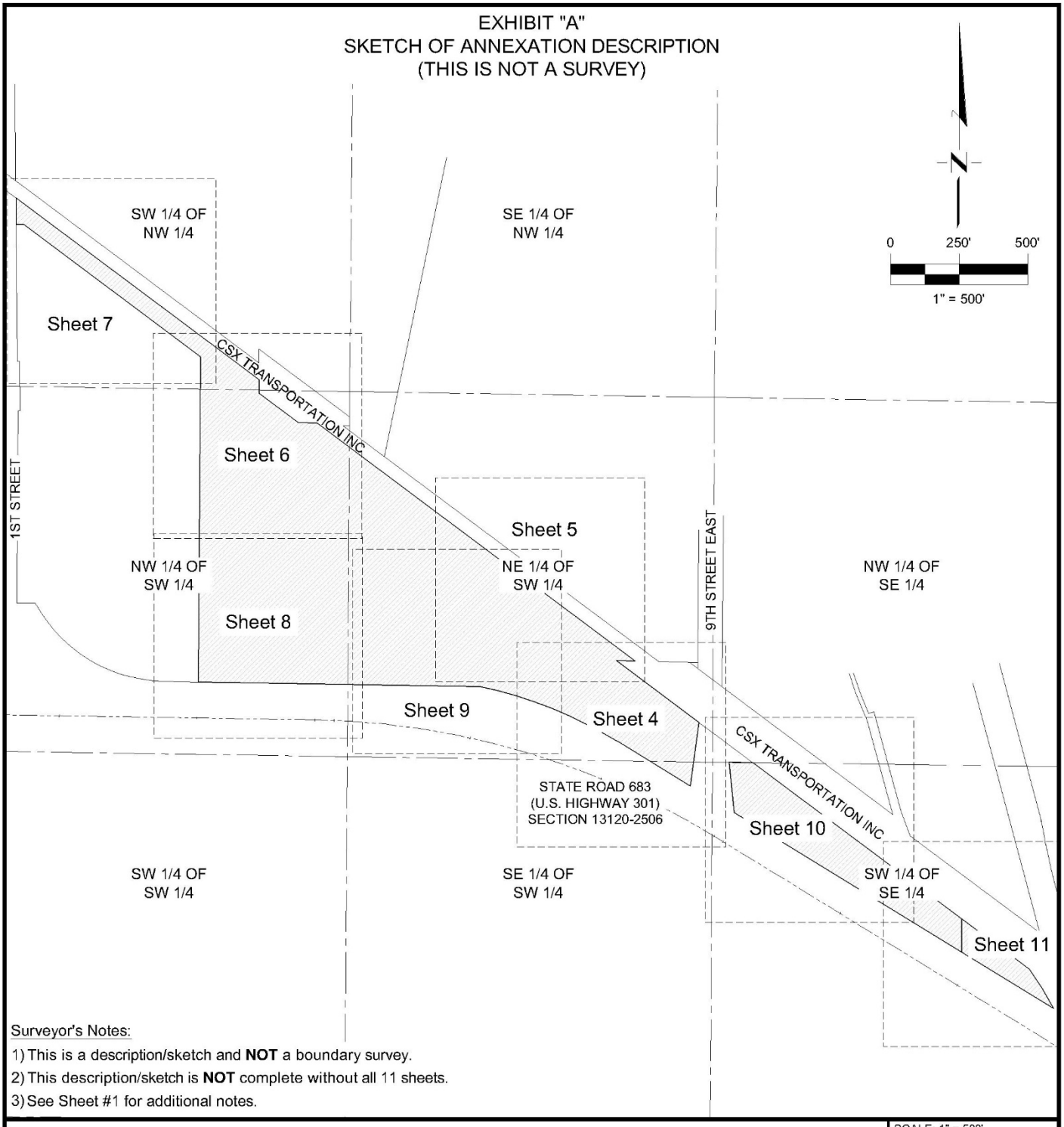
SHEET: 2 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



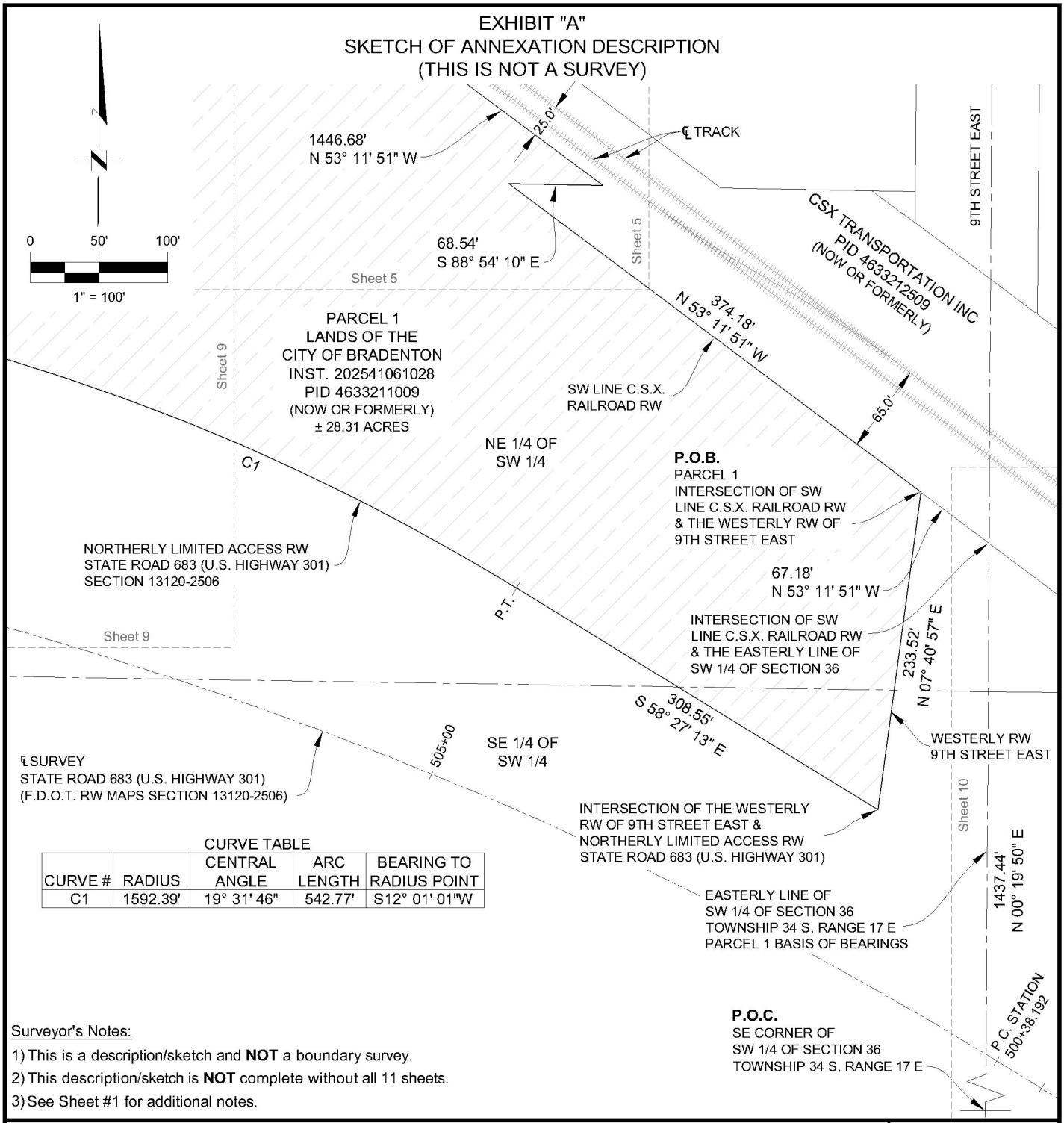
Surveyor's Notes:

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3) See Sheet #1 for additional notes.

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SCALE: 1" = 500'
SHEET: 3 OF 11
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

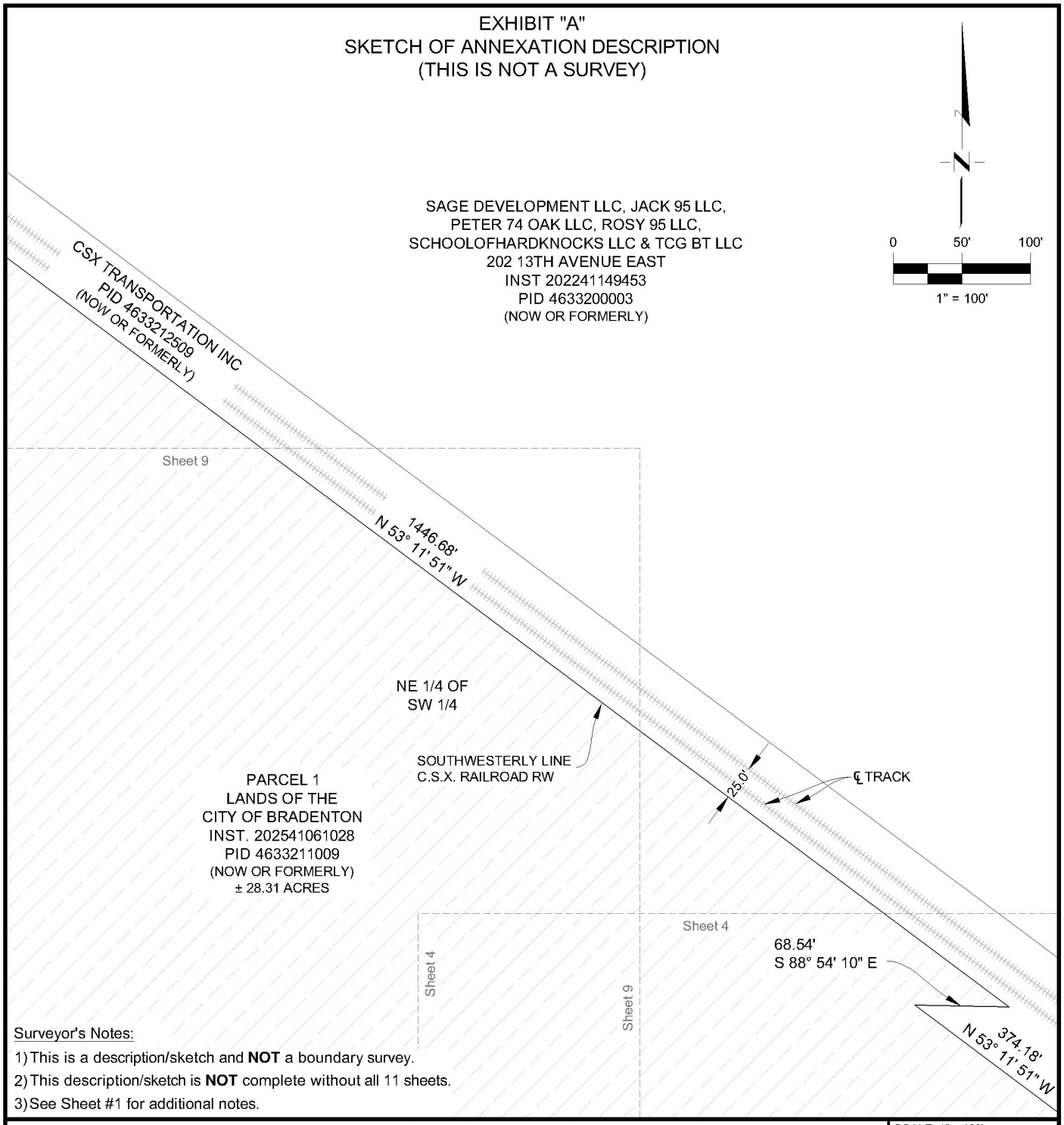
SHEET: 4 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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SCALE: 1" = 100'

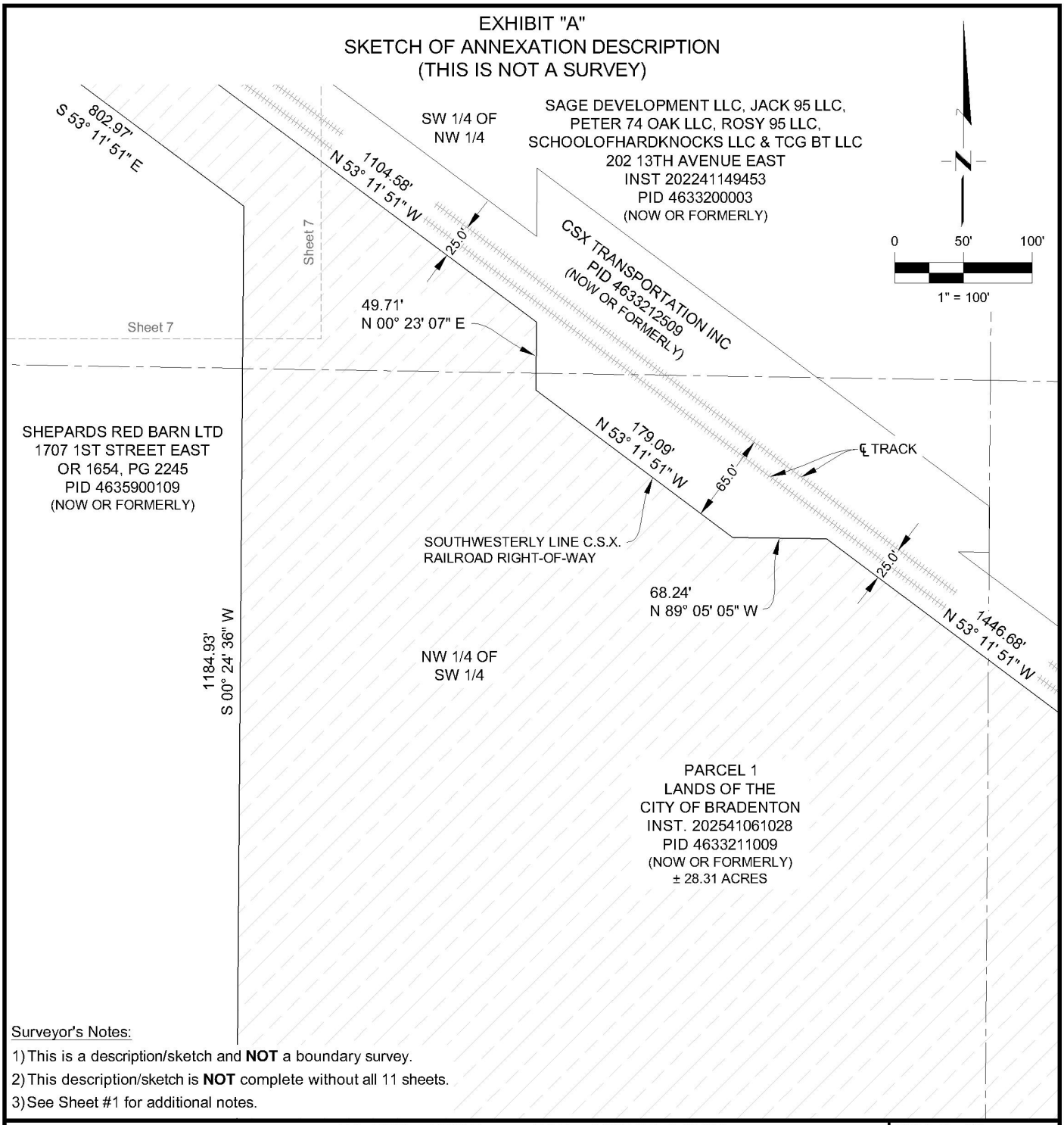
SHEET: 5 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
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SCALE: 1" = 100'

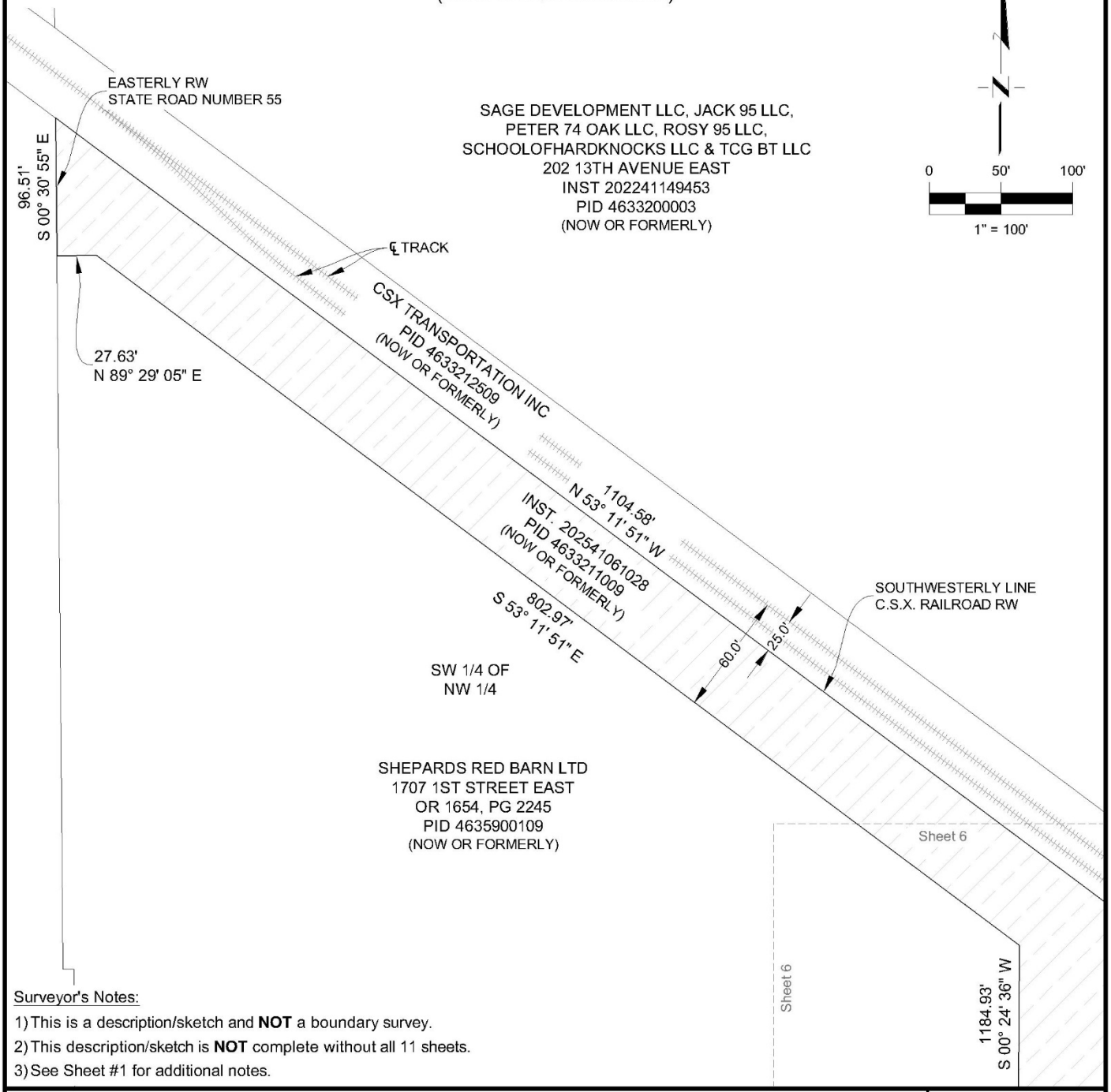
SHEET: 6 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
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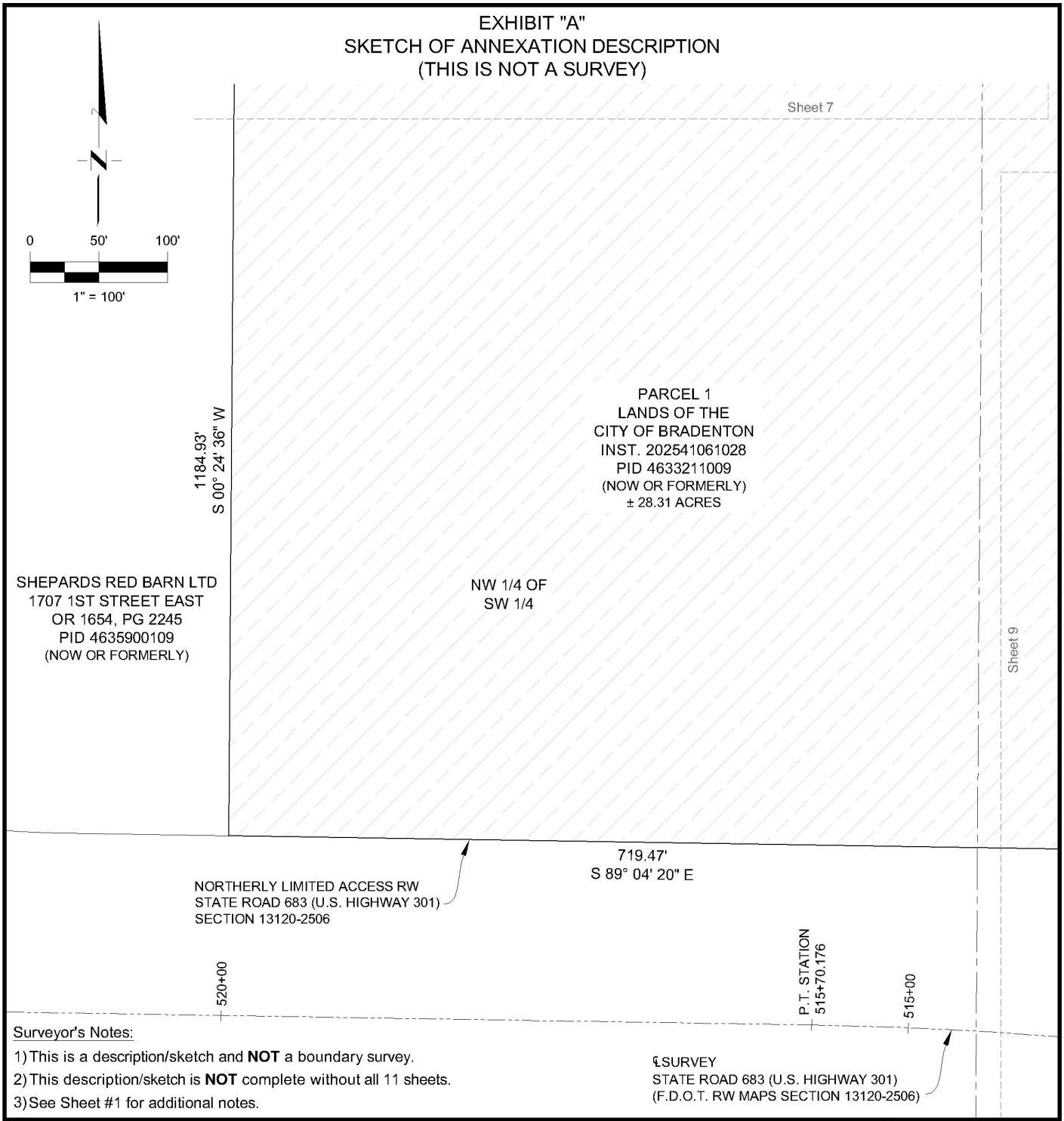
SHEET: 7 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



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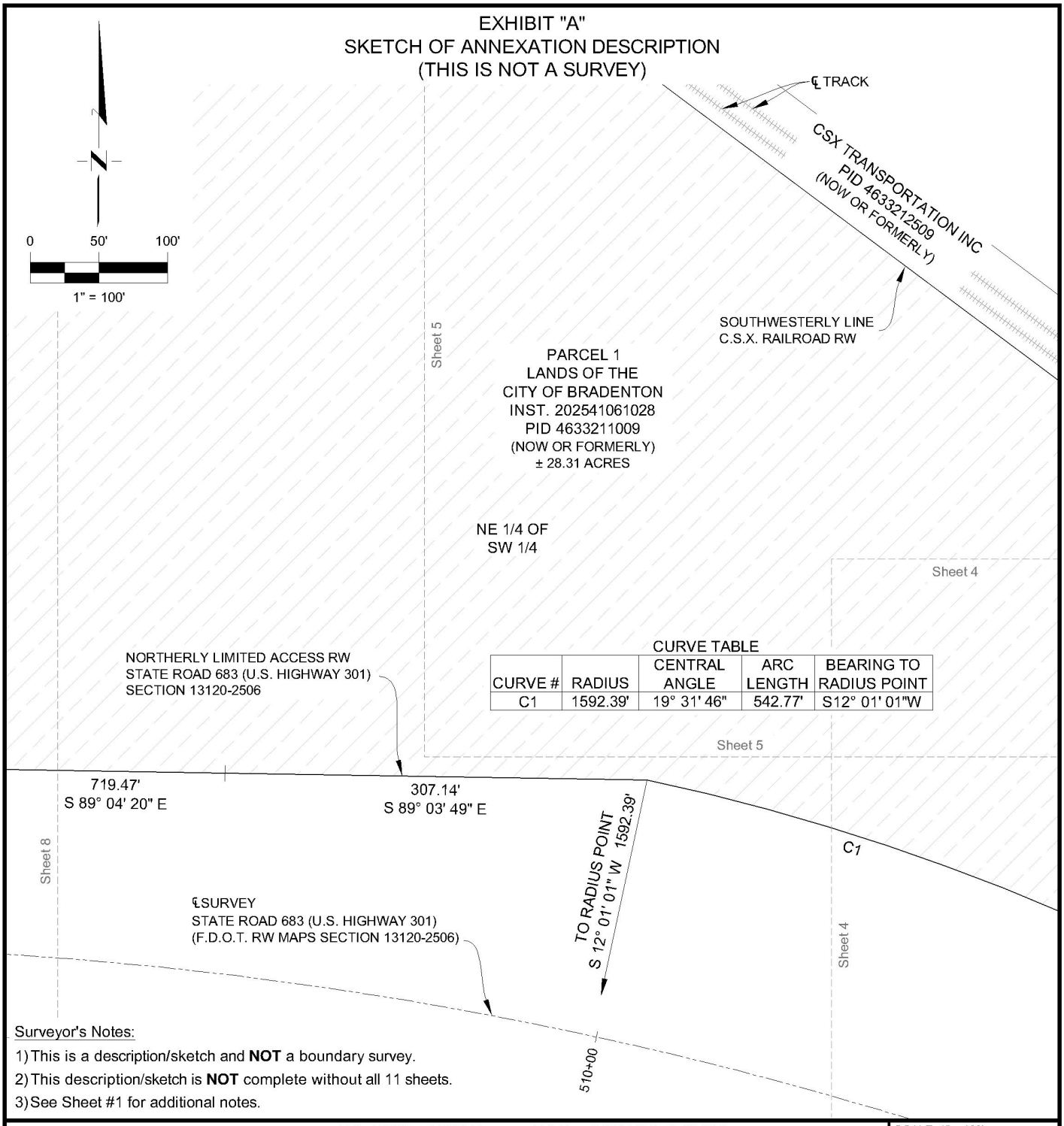
SHEET: 8 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W

Surveyor's Notes:

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SCALE: 1" = 100'

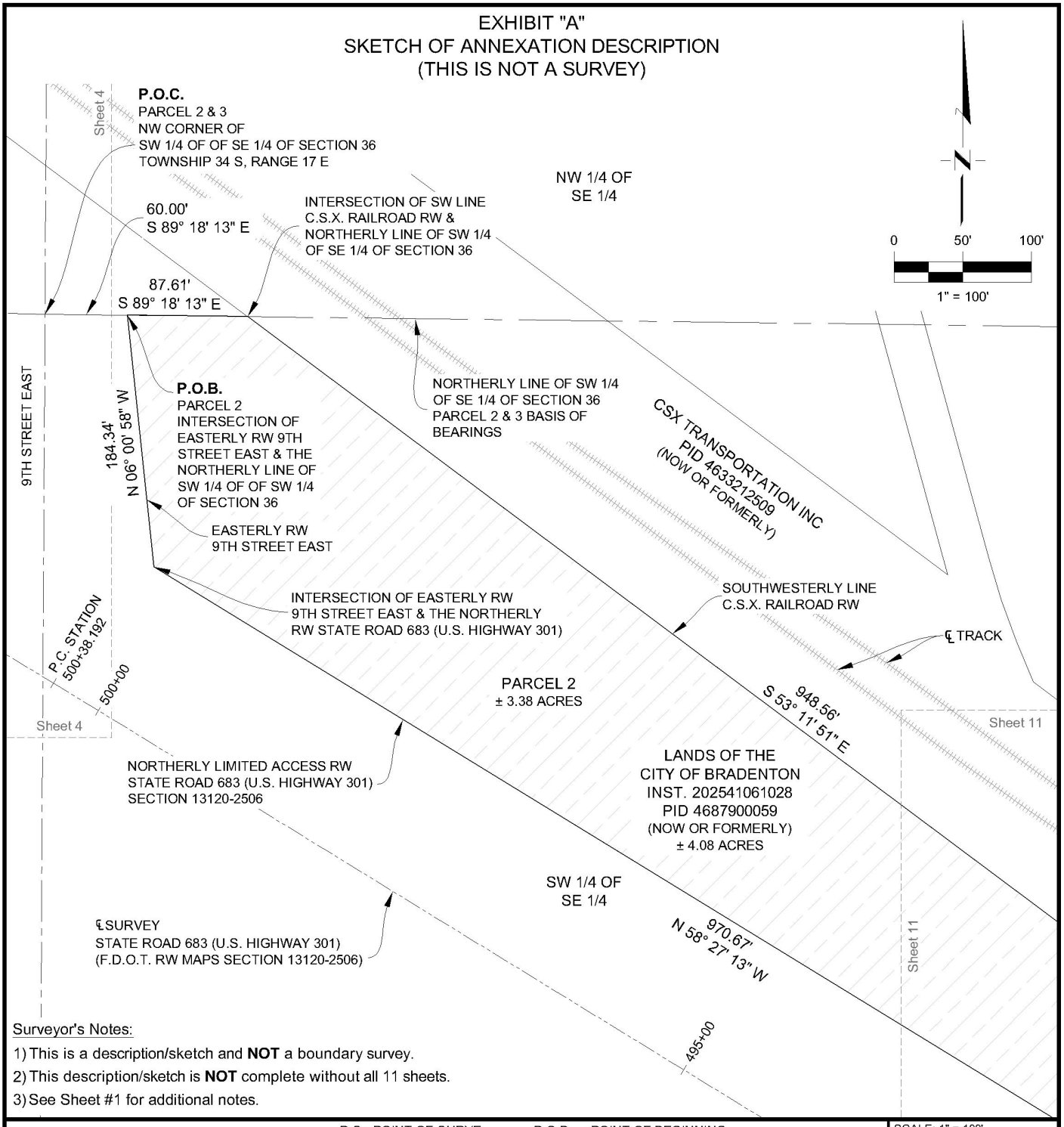
SHEET: 9 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

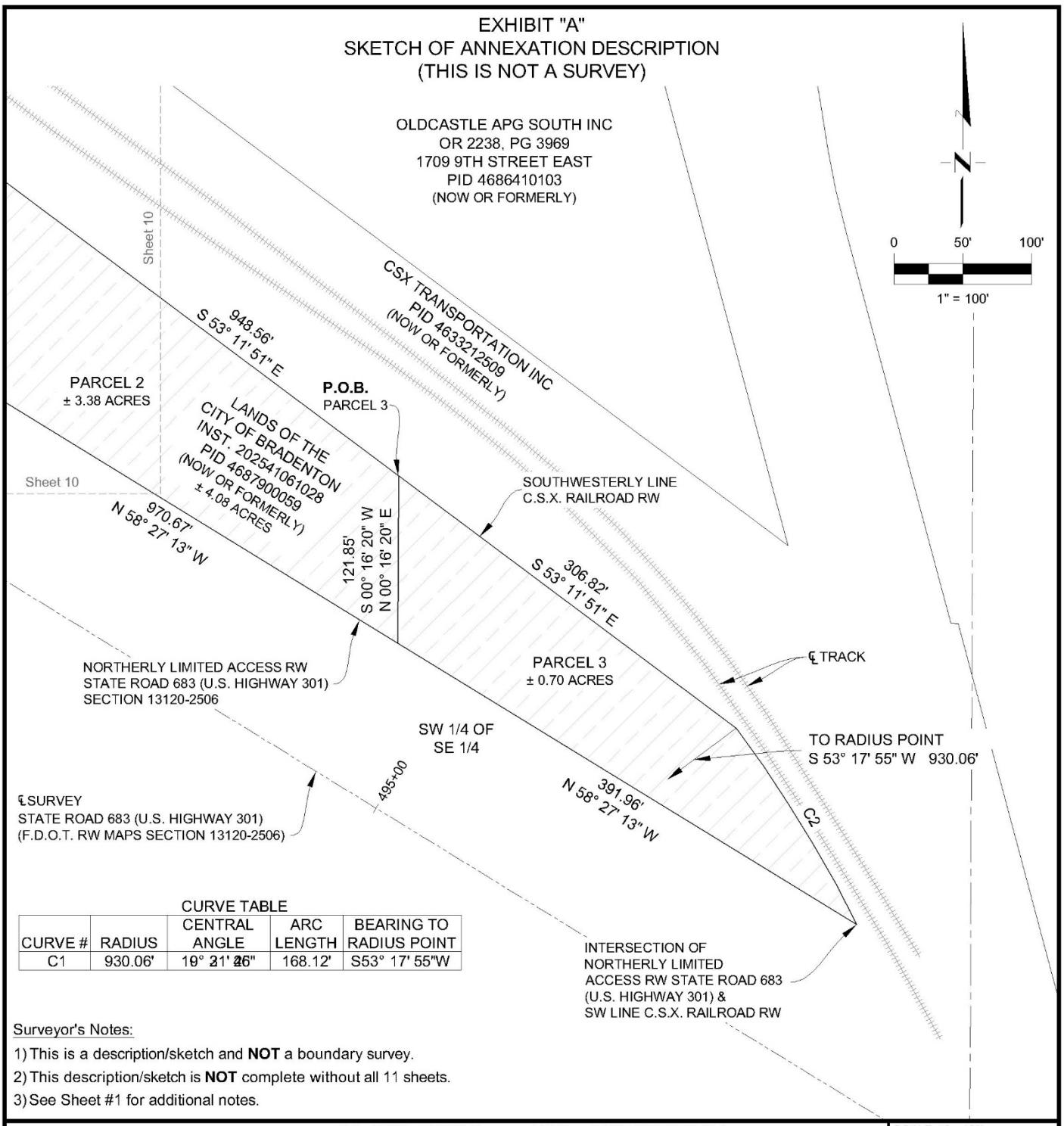
SHEET: 10 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

EXHIBIT "A"
SKETCH OF ANNEXATION DESCRIPTION
(THIS IS NOT A SURVEY)



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1	930.06'	19° 21' 26"	168.12'	S53° 17' 55"W

Surveyor's Notes:

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(941) 708-6300

P.C.	=POINT OF CURVE	P.O.B.	=POINT OF BEGINNING
P.T.	=POINT OF TANGENT	P.O.C.	=POINT OF COMMENCEMENT
RW	=RIGHT-OF-WAY	INST.	=INSTRUMENT NUMBER
℄	=CENTERLINE	O.R.	=OFFICIAL RECORDS BOOK
N	=NORTH	PG.	=PAGE
S	=SOUTH	PID	=PARCEL IDENTIFICATION
E	=EAST	F.D.O.T	=FLORIDA DEPARTMENT OF TRANSPORTATION
W	=WEST	M.C.	=MANATEE COUNTY
NW	=NORTHWEST	C.O.B.	=CITY OF BRADENTON
NE	=NORTHEAST		
SW	=SOUTHWEST		
SE	=SOUTHEAST		
C#	=CURVE NUMBER		
#	=NUMBER		

SCALE: 1" = 100'

SHEET: 11 OF 11

SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/20/2025

City of Bradenton
Planning and Community Development Department
City Council First Reading
June 11, 2025

Staff Report

Case Number:	PLN-AXR-25-0001
Ordinance No.:	25-4061
Applicant:	City of Bradenton
Owner:	City of Bradenton
Address:	2024 9th Street East
Parcel ID No:	4687900059 and 4633211009
Current Zoning:	Manatee County PD-UI, Planned Development Urban Industrial
Future Land Use:	Manatee County IU, Urban Industrial
Flood Zone:	X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North:	City of Bradenton – Industrial Manatee County – PD-MU (Planned Development Mixed Use)
South:	Manatee County – RSF-6 (Single Family), RDD-6 (Duplex), LM (Light Manufacturing)
East:	Manatee County - PD-UI (Planned Development, Urban Industrial)
West:	Manatee County – PD-C (Planned Development Commercial)

Future Land Use:

North:	City of Bradenton – Industrial Manatee County – ROR (Retail, Office, Residential), IU (Urban Industrial)
South:	Manatee County – RES- 6 (Residential), RES-9 (Residential), IL (Industrial Light)
East:	Manatee County – IU (Urban Industrial)
West:	Manatee County – ROR (Retail, Office, Residential)

REQUEST:

ORDINANCE NO. 25-4061

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 1ST STREET EAST, NORTH OF U.S. 301 AND SOUTH OF THE CSX RAILWAY, IDENTIFIED AS PARCEL ID 4687900059 AND 4633211009, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 32.39 ACRES AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Bradenton is proposing a voluntary annexation of two City owned parcels located on the south side of the Tropicana office complex, north of U.S. 301 and flanking 9th Street East. The purpose of this annexation is to redevelop the property and construct a new Public Works facility to include:

- Solid Waste
- Fleet Maintenance
- Warehouse Storage
- Water/Sewer Collection and Distribution
- Landscape and Grounds Support
- Street Maintenance
- Stormwater Maintenance

COMPREHENSIVE PLAN ANALYSIS:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcels constitute compact, contiguous property that is owned by the City of Bradenton and the City is the petitioner for this annexation.

Florida Statutes Section 171.043 states:

> *A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).*
>
> *(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.*

The total area is contiguous on its northern boundary with the Tropicana office facility, which is in the City's jurisdiction. No part of the property to be annexed is within another incorporated municipality.

> *(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:*
>
> *(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;*
>
> *(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or*
>
> *(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*

F.S. 171.043 further states:

> *The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.*

The proposed annexation is currently used, or is proposed to be used, for urban purposes as defined in F.S. 171.031 as follows:

> *"Urban purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.*

- ***A statement addressing the potential creation of an enclave.***

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The area north of the parcel is connected to a unincorporated parcel by the federal right of way that is U.S. 301.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to the Tropicana office park parcel, which is in the City of Bradenton's jurisdiction. As such, the parcel to the annexed is not considered a "leap-frog" extension of the City.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

The unincorporated parcels on three sides of the proposed annexation are connected. This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation is a logical extension of the City's boundaries that begins to fill in areas along the southern boundary. This does not create an overly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

All services, including water, sewer, police, fire, stormwater, road maintenance, solid waste collection and parks and recreation for the annexed parcel will be provided by the City.

- ***An inventory of public services to be provided by the City upon annexation.***

A technical memorandum, attached to and made a part of this report, has been supplied by Kim Clayback, City Engineering Manager. The memorandum addresses in detail the provision of public services for the annexation parcel.

The subject parcels are undeveloped with the exception of the City's storage tank and some surface level improvements. The developed contiguous property to the north, on the west side of 9th Street East, is served by both City water and sewer. The parcel to be annexed that is on the east side of 9th Street East is contiguous to the other parcel to be annexed. It will be considered a logical extension of City Services to provide both water and sewer to the parcel to be annexed.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

The technical memorandum from the City Engineering Manager is attached to and made a part of this report. There are no anticipated adverse impacts resulting from the provision of services to the property to be annexed.

- ***The results of a fiscal impact assessment of the proposed annexation.***

A report by Research Data Services, Inc. is attached and incorporated herein, which addresses the fiscal impacts of this proposed annexation.

The annexation of this property into the City will not create a negative fiscal impact. This City owned parcel will accommodate facilities that will replace vacated services at the "City Park" parcel located in the City's urban core. The redeveloped park facility will generate a positive economic impact to the City and Manatee County that will financially compensate for the development of the annexed parcel. The provision of services to the annexed parcel will be by extension from the incorporated properties to the north and west. As the proposed use of the parcel will expand and improve City services it will benefit the City financially and improve efficiency while allowing the former location to become an economic generator.

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

The statement provided by the City Engineering Manager, included with this package, indicates that all services indicated above can and will be provided by the City concurrent with any projected improvements to the site. The provision of services will be confirmed in the development review process as any potential projects move forward. As these are City owned parcels and are intended to be used for public purposes, it is expected that the proposed development of the site will improve the City's capacity and level of service.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

Purpose of this annexation is to incorporate a City owned property which has been purchased, in part, to consolidate and relocate City services from another City owned parcel that will be redeveloped as part of an important economic development project in the City's urban core. A report from Research Data Services, Inc. is attached to and made a part of this report that addresses the potential economic impact of this annexation.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City is in process and is expected to be heard by the Planning Commission on June 18, 2025 with First Reading at City Council on July 23, 2025. The City will be considering a designation of Industrial for both the Future Land Use and zoning.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property will provide for efficient service delivery due to it being contiguous to a parcel to the north that is currently served by both City water and sewer. The proposed use of the site will also improve the efficiency of City utilities.

STAFF COMMENTS:

This voluntary annexation of City owned property for public purposes is intended to allow for the efficient relocation and improvement of City services. This relocation will provide for the redevelopment of a property in the City's urban core and promote economic development. The City purchased the

property with this intent and will be requesting a future land use and zoning map change that is consistent with the current land use and zoning in the County and allow for the proposed uses.

City Council may pass Ordinance 4061 on First Reading. A public hearing and Second Reading will be advertised for the July 23, 2025 City Council meeting.

Respectfully submitted,

Robin D. Singer
Planning & Community Development Director

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Water/Sewer Services Map

EXHIBIT "A"
Location Map

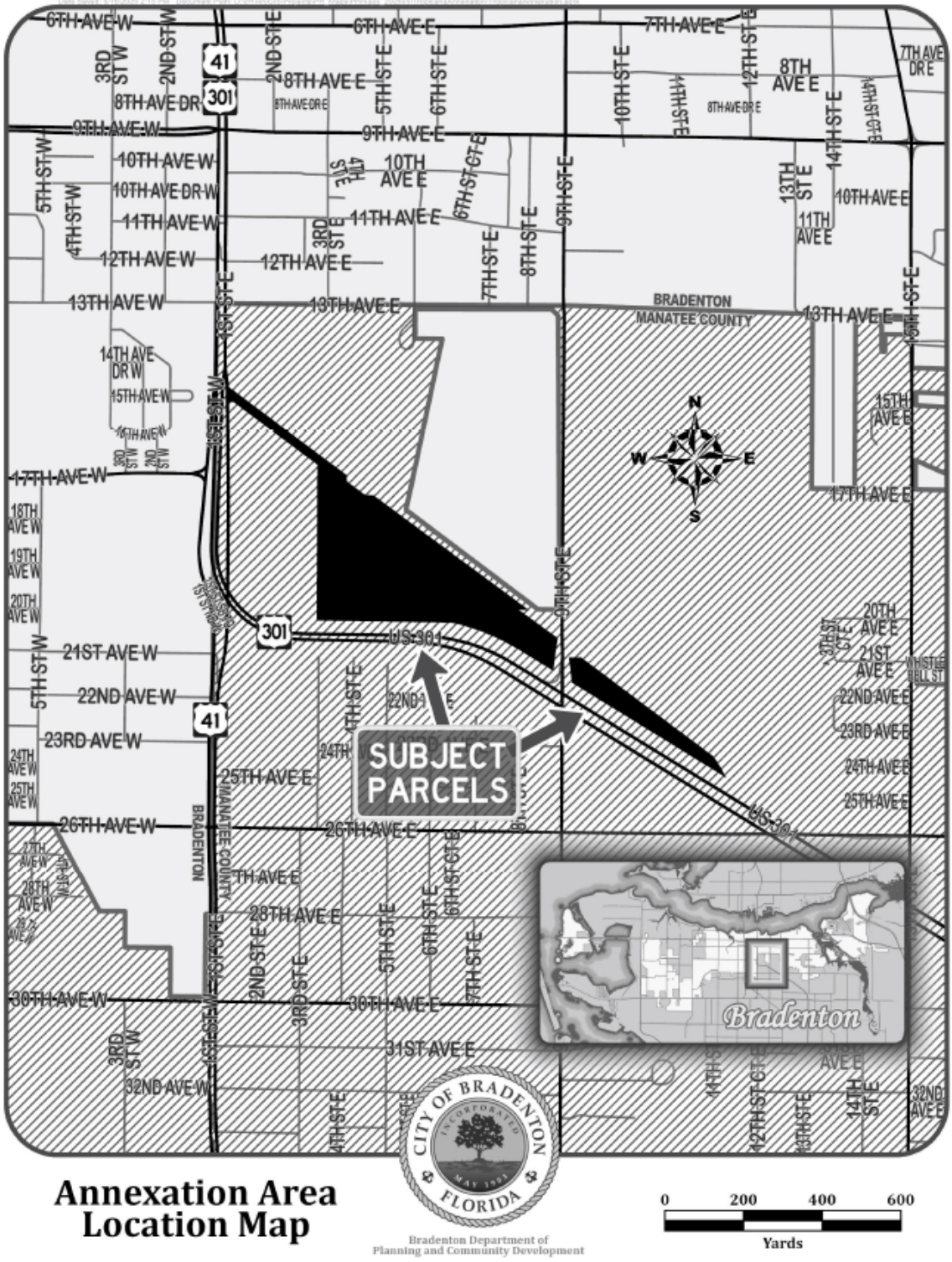
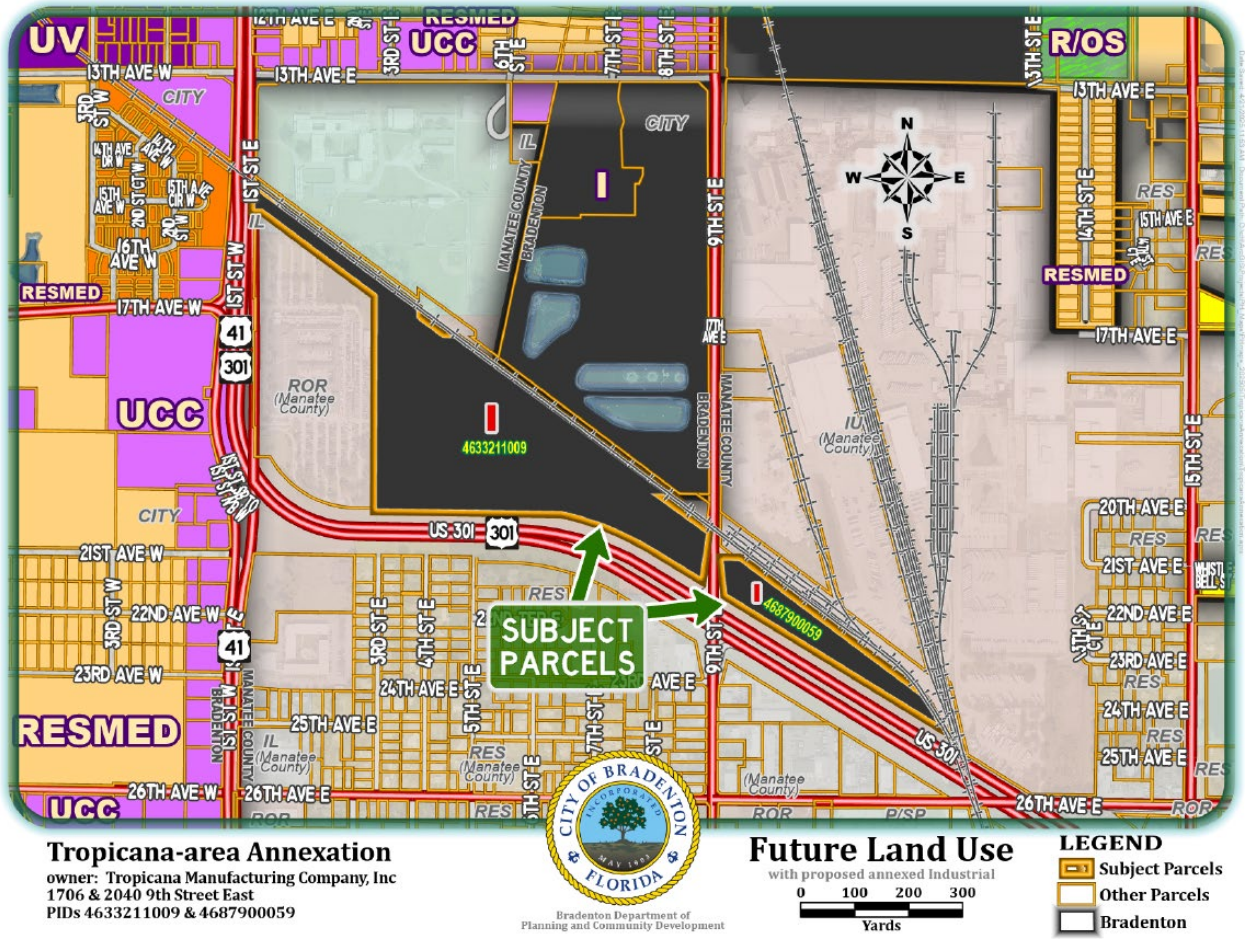


EXHIBIT "B"
Future Land Use Map



Tropicana-area Annexation
owner: Tropicana Manufacturing Company, Inc
1706 & 2040 9th Street East
PIDs 4633211009 & 4687900059

Bradenton Department of Planning and Community Development

Future Land Use
with proposed annexed Industrial
0 100 200 300
Yards

LEGEND
Subject Parcels
Other Parcels
Bradenton

EXHIBIT "C"
Zoning Map

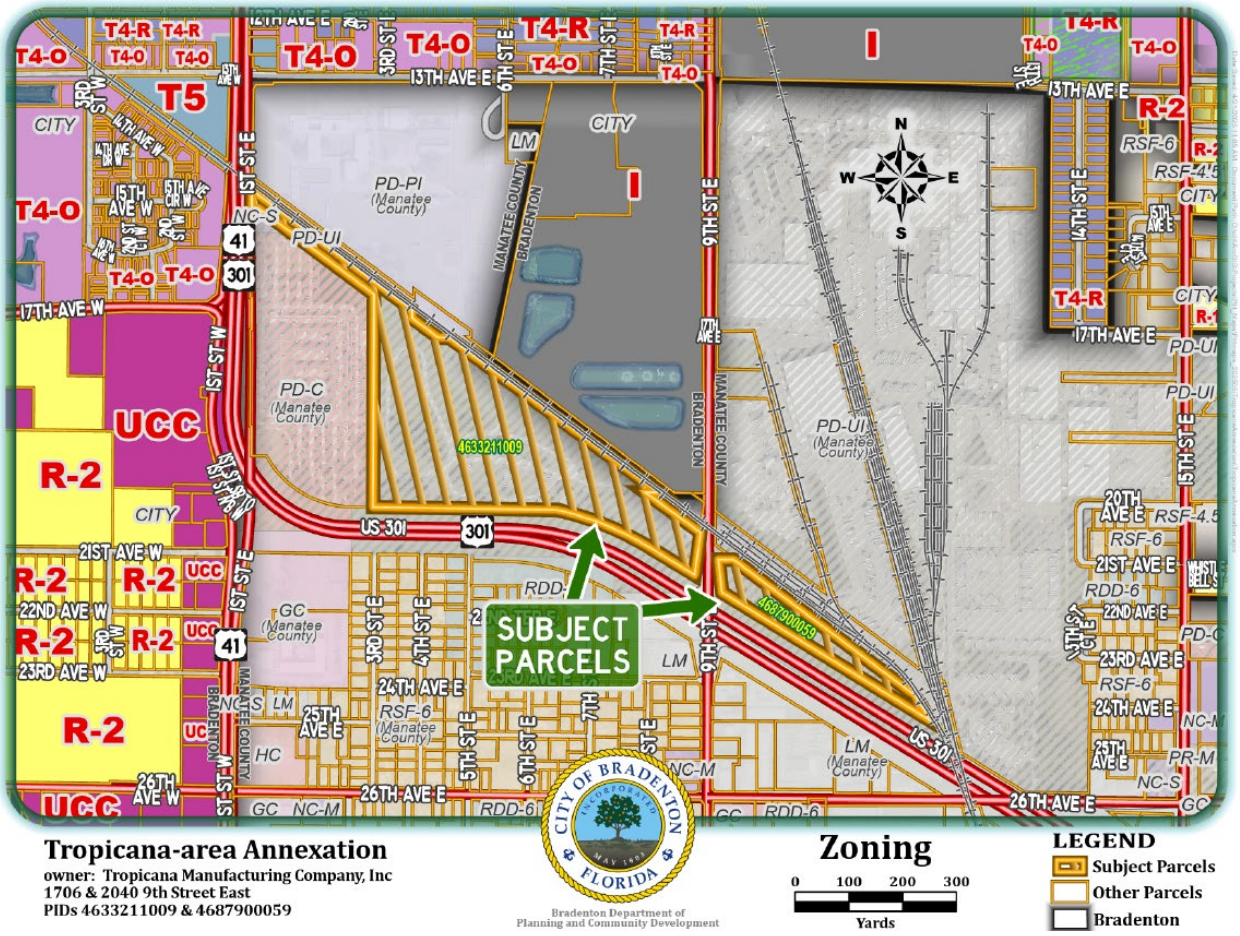
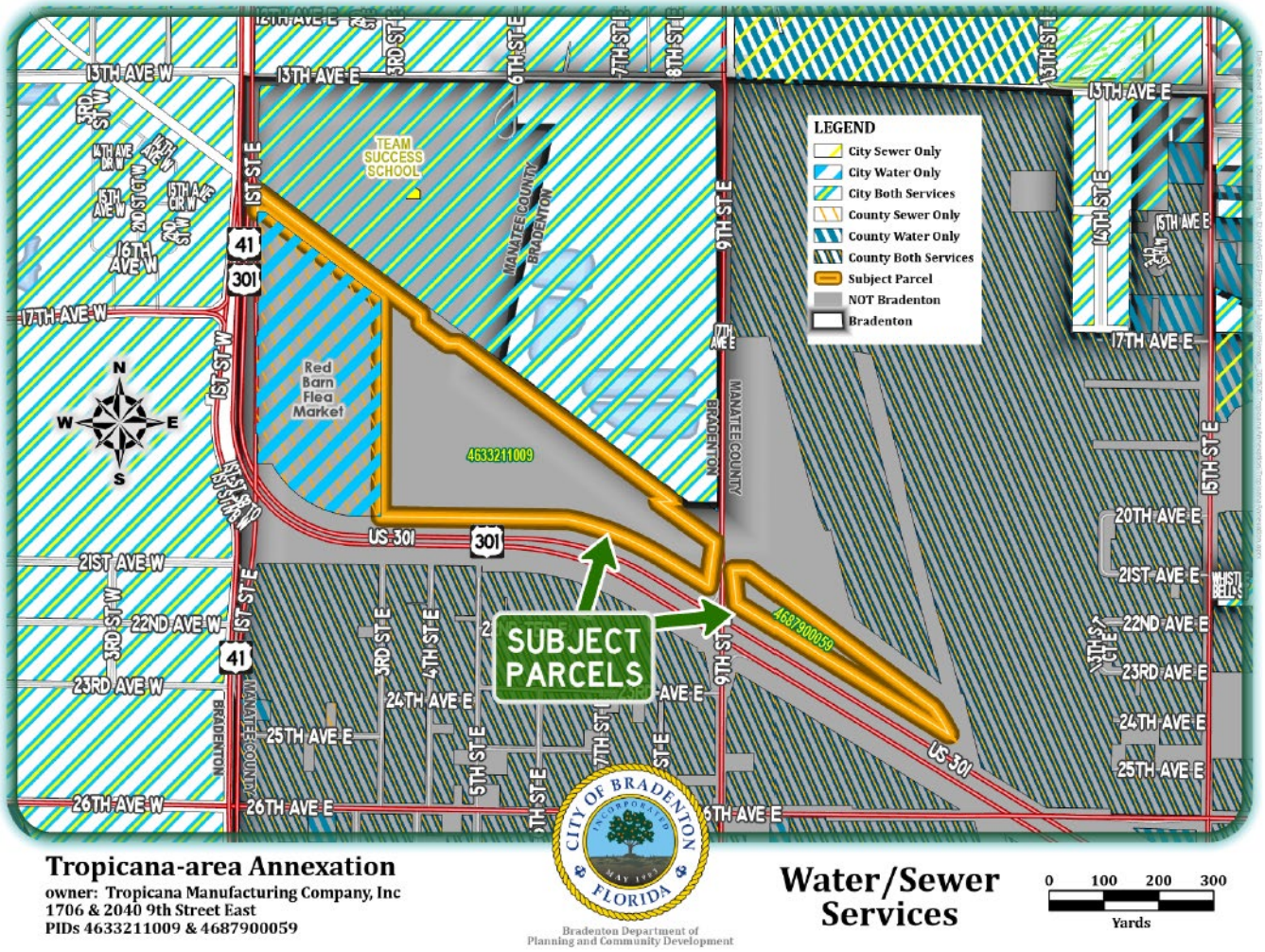


EXHIBIT "D"
Water/Sewer Services Map



City of Bradenton Proposed Annexation of Parcel ID #46332.1100/9 and Parcel ID #468790005/9

Policy 1.7.4 Fiscal Impact

The City of Bradenton is proposing to annex the two parcels referenced above into the City limits. The purpose of this annexation is to redevelop the property and construct a new Public Works Facilities, including:

- Solid Waste
- Fleet Maintenance
- Warehouse
- Water/Sewer – collection & distribution
- Landscape & Grounds
- Streets
- Drainage

While the annexation of this property into City Limits will not add to the tax roll as it will be a City owned exempt property, it will not create a negative fiscal impact to the City either. In fact, the vacating of the City's existing Public Works Facility to create "City Park" will result in a tremendous economic impact for the City of Bradenton and Manatee County.

The City Park concept will accomplish community re-development with a focus on neighborhood development for youth education, sports, activities, programs and will provide sports tourism economic development on a year-round basis. Attached hereto is a letter from Research Data Services, Inc. which outlines the possible economic benefits expected from the addition of just one baseball field in City Park.

RESEARCH DATA SERVICES, INC.
2612 WEST LYKES COURT • TAMPA FLORIDA 33611
TEL (813) 254-2975

April 4, 2023

Mr. Elliott Falcione, Executive Director
Bradenton Area Convention and Visitor's Bureau
One Haben Boulevard
Palmetto, Florida 34221

Dear Elliott:

It is my understanding that the City of Bradenton and Manatee County have the opportunity to add a third full-sized baseball field at City Park, adjacent to the LECOM Park facilities. This additional field would create a complex that would give the community the opportunity to host more and larger baseball/softball tournaments, resulting in an enhancement of economic stimulus in a corridor of the urban core that is undergoing a redevelopment phase.

The BSC National Championship organized by Perfect Game USA is an example of the type of event that Manatee County would be able to host with the addition of a third field in the City Park/LECOM Field complex. It is a national baseball tournament for ages 10 to 18. Based on information provided by Perfect Game USA, the tournament includes six events spanning five weeks from June to July. The Championship attracts over **490** teams with more than **7,700** student athletes. Including parents, siblings, coaches, referees, and other friends and relatives, this would represent event attendance of over **19,000** people with a length of stay of five to seven days.

It is our estimate that an event of this size would yield **$16,750,000** of direct expenditures in Manatee County. When the ripple effects of these expenditures are included, the total economic impact of the event on the destination would be **$26,450,000**. This estimate is based on our research of similar events and information we were provided by the Bradenton Area Convention and Visitors Bureau. It is a very conservative estimate of the impact an event of this scope would bring to the destination.

RESEARCH DATA SERVICES, INC.
2612 WEST LYKES COURT • TAMPA, FLORIDA 33611
TEL (813) 254-2975

In addition to a large tournament like the Perfect Game Championship, the additional field would provide Manatee County more flexibility in hosting existing baseball and softball events and allow the destination to present a more competitive bid package for future events like:

- The Grand Slam Sports Tournaments World Series
- The Baseball Factory National World Series
- United States Specialty Sports Association (USSSA) / American Athletic Union (AAU) Baseball
- U-18 Baseball World Cup (Hosted at LECOM Park in 2022)
- High School and College level baseball events

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

Cordially,



Anne Wittine
Director of Quantitative Research
Research Data Services, Inc.
2612 West Lykes Court
Tampa, Florida 33611

Kim Clayback P.E., Engineering Manager

Public Works & Utilities | 888 13th Ave E | Bradenton, Florida 34208
941.708.6300 | kim.clayback@bradentonfl.gov
www.cityofbradenton.com

Technical Memorandum
Annexation from Manatee County to City of Bradenton
PID 4633211009 and 4687900059

The City of Bradenton intends to annex PID's 4633211009 and 4687900059 from unincorporated Manatee County into the City of Bradenton's jurisdiction. The intended use of the property is industrial in that the City intends on constructing a Public Works and Utilities Field Support Complex.

Existing Utilities are found throughout the site and are described below:

- A ±3100-ft 24" water transmission main is located immediately outside of the CSX railroad ROW on PID 4633211009 and on PID 4687900059 is an additional ±1300-ft 24" water transmission line is on the south side of the property immediately outside of the FDOT ROW along US301. This line is not meant to provide service to customer as it routes water from the water treatment plant to the high service pump station.

- Reclaimed water facilities are on site; a 2MG tank reuse tank with ancillary structures is located on the south side of the property; the area is fenced and includes a FPL transformer. A ±250-ft pipeline extends north from the tank to the 18" reclaimed line adjacent to the railroad. A second pipeline, ±800-ft, extends to the east to 9th St E.

- On PID 4633211009 a ±3100-ft 18" reuse transmission main is located immediately outside the CSX railroad ROW. The line crosses 9th St E and ±1300-ft of 18" reclaimed water pipe is on the south side of the property immediately outside of the FDOT ROW along US301.

- PID 4687900059 has a backflow and fire hydrant on the property; both are connected to the City reclaimed water transmission line.

- No sanitary facilities are currently on the properties.

- Valves associated with the reclaimed water line and the water transmission main are located within the property bounds of both parcels.

- Several stormwater dry ponds and swales are located on PID 4633211009. The environmental resource permits (ERP) associated with parcel are ERP 6551.004 and 13215.003 with the permittee identified as Tropicana Products. Additionally, CSX Transportation is the permittee for additional stormwater activities with ERP 17270.000. Runoff from the Red Barn was permitted under ERP 8548.000 and 001where runoff is directed to the swale system adjacent to the railroad. Multiple

stormwater pipes associated with these systems are located throughout the north side of the property.

- A billboard is located on PID 4687900059. The ownership of the advertisement appears to be Tropicana. A lease was discovered from 2007 between FDOT and CST Enterprises; the lease has expired.

- Two Tropicana monument signs are within the property boundaries.

- Overhead electric appears throughout the property.

From the Future Land Use Element of the City's Comprehensive Plan, the City is required to provide adequate service for potable water, wastewater, stormwater, police, fire protection, roadway maintenance, garbage collection and parks and recreation.

- Potable Water
  A City owed 8" PVC water line crosses US301 to serve the adjacent property known as the Red Barn Flea Market. The construction of an extension of this line will provide adequate water service to the two parcels noted above. The pipe extension to the proposed annexed properties will be constructed, owned, and maintained by City of Bradenton Public Works.

- Wastewater
  Wastewater service to the two parcels noted above shall be provided via an internal collection system for the sanitary facilities and a small package pump system to connect to an existing City force main located in the right of way on the east side of US301.

- Stormwater
  Stormwater is required to be managed on the site, several permittees are associated with the environmental resource permits, Tropicana and CSX. The facilities permitted previously shall be taken into account in the calculations and stormwater management system for PID 4633211009. Additionally, the Red Barn utilizes the swale along the north side of the property adjacent to the railroad to manage stormwater runoff.

- Police and Fire Protection
  City Police and Fire will cover the needs at the new Public Works Field Operations Center.

- Roadway Maintenance
  The roadways within the property will have limited public access with the primary users being city maintenance vehicles. The City's internal Street Department will be responsible for maintaining the internal roads. Ingress-egress decisions shall be included during the design phase.

- Garbage Collection
  City Solid Waste is being relocated to the Field Operations and Center and will be responsible for waste removal from the yard.

- Parks and Recreation
  The intended industrial use of the property and the consideration the property is owned by the City does not allow for parks and recreational areas to be considered.

The property is the future home of the Public Works Field Operations Center. With consolidated operations and workforce, the annexation will help to improve the level of service offered through Public Works and Utilities to our residents and businesses as well as increased security for the multi-million dollars of assets on site.

Gene Brown	Jayne Kocher	Marianne Barnebey	Josh Cramer	Lisa Gonzalez Moore	Pam Coachman
Mayor	*Ward 1*	*Ward 2*	*Ward 3*	*Ward 4*	*Ward 5*

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

Surveyor's Notes:

1) This is a boundary survey.

2) Subject parcels are in unincorporated Manatee County and not within the boundary of the City of Bradenton.

3) Bearing are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East being N00° 19' 42"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

4) Coordinates are in U.S. Survey Feet and are based on the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

5) Distances are in U.S. Survey Feet

6) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12081C0306F for Manatee County, Florida Community No. 120153, dated August 10, 2021 and Issued by the Federal Emergency Management Agency.

7) Underground improvements shown here on are per above ground evidence only. No excavation was performed to verify the location or existence of any underground improvements, structures or foundations. This document should not be relied upon for excavation or critical design functions without field verification of under ground improvement locations.

8) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A2, Issuing Office File Number 41324.042, Commitment Date, May 17, 2024 at 11:00pm. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.

9) The description for the City of Bradenton utility easement recorded in Official Records Book 1411, Page 6478 is found in the City of Bradenton temporary construction easement document recorded in Official Records Book 1411, Page 6480.

10) This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to boundary surveys.

11) Any additions or deletions to this sketch of survey by other than the signing party without written consent of the signing party is prohibited.

12) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

13) Fence ownership is undetermined.

14) Date of survey represents last date of field measurements.

15) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, **68.54** FEET; THENCE 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C,.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE **POINT OF TANGENT OF** SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 1524825A2:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
NOT A MATTER OF SURVEY

2. a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
NOT A MATTER OF SURVEY

b. Rights or claims of parties in possession not recorded in the Public Records.
NOT A MATTER OF SURVEY

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
NO ENCROACHMENT FOUND.
CSX SHED PLOTTED ON SHEET 2
CSX USE OF SITE AS DEBRIS STORAGE ADJACENT TO RAILROAD TRACKS IN VARIOUS LOCATIONS- NOT PLOTTED
CSX & FDOT DRAINAGE THROUGH PARCEL 1 DRAINAGE DITCHES TO ROBINSON'S POND DITCH SYSTEM PLOTTED ON SHEETS 3 & 5
BILLBOARD PLOTTED ON SHEET 6

d. Easements or claims of easements not recorded in the Public Records.
NOT A MATTER OF SURVEY

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
NOT A MATTER OF SURVEY.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
NOT A MATTER OF SURVEY.

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
NOT A MATTER OF SURVEY.

5. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 474. Page 351, Public Records of Manatee County, Florida. (as to Parcel 1)
NOT A MATTER OF SURVEY. ONLY THE PORTION OF O.R. BOOK 474, PG 351 THAT AFFECTS PARCEL 1 IS PLOTTED ON SHEET 8.
O.R. BOOK 474, PG 351 ALSO EXTENDS OVER PARTS OF US HIGHWAY 301, SHEPARDS RED BARN PARCEL (PID 4635900109) & THE TROPICANA PARCEL NORTH OF THE CSX RAILROAD RIGHT-OF-WAY (PID 4632800109).

6. Intentionally deleted. A2

7. Easement to Florida Power & Light Company recorded in O.R. Book 1175, Page 357, Public Records of Manatee County, Florida. (as to Parcels 2 & 3)
PLOTTED ON SHEETS 6 & 7.

8. Utility Easement in favor of the County of Manatee, a political subdivision recorded in O.R. Book 1353, Page 2765, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEET 4.

9. Revised A1- Grant of Utility Easement(s) in favor of the City of Bradenton, a municipal corporation recorded in O.R. Book 1411, Page 6462, and O.R. Book 1411, Page 6468, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

10. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1411, Page 6478, and O.R. Book 1411, Page 6480, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6 (DESCRIPTION FOR OR 1411, PG 6478 FOUND IN OR 1411, PG 6468).

11. Revised A1 - Grant of Utility Easement in favor of the City of Bradenton recorded in O.R. Book 1411, Page 6484, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7.

12. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7062, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

13. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7069, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6.

14. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7076, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7

15. Revised A1- Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 1531, Page 7071, Public Records of Manatee County, Florida, without right of entry, (as to Parcel 3)
NOT A MATTER OF SURVEY. THE AREA OF OR BOOK 1531, PG 7071 IS PLOTTED ON SHEET 9.

16. Revised A1 - Utility Easement Booster Pump Station in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1632, Page 4422, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 4, 5 & 6.

17. Revised A1 - Utility Easement Water Reuse In favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1639 Page 4495, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 5.

18. Easement to Florida Power & Light Company recorded in O.R. Book 1671, Page 6901, Public Records of Manatee County, Florida. (as to Parcels 1, 2 & 3)
PLOTTED ON SHEETS 5 & 6.

19. Right-of-Way Easement in favor of County of Manatee, a Political Subdivision of the State of Florida, for roadway purposes, pedestrian sidewalks, street lighting, underground and overhead utilities, and surface and underground drainage recorded July 30, 2008, in O.R. Book 2268, Page 4531, Public Records of Manatee County, and Florida. (as to Parcel 1)
PLOTTED ON SHEETS 5 & 6.

20. Drainage Easement in favor of the County of Manatee, a Political Subdivision of the State of Florida, recorded in O.R. Book 2268, Page 4534, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEETS 3, 5 & 6.

21. Revised A2 - Grant of Utility Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 2328, Page 1749, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

22. Rights of the lessees under unrecorded leases. (as to all Parcels)
NOT A MATTER OF SURVEY.

Certified to:
The City of Bradenton, a municipal corporation of the State of Florida
Blalock Walters, PA
American Land Title Association

David E Cronkhite — Digitally signed by David E Cronkhite Date: 2024.08.09 13:45:08 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

08/08/2024
DATE OF SURVEY

DAVID E CRONKHITE License Number 6078 STATE OF FLORIDA Professional Surveyor and Mapper

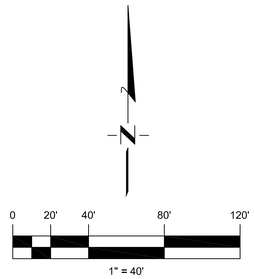
DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE
POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
=CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA
N. =NORTH OR NORTHING
E. =EAST OR EASTING
S. =SOUTH
W. =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER
LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 1 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



SET MND
COB SURVEY
FND MND
ZNS6982 0.29' N, 0.31' E

4' CHAIN LINK FENCE

130+00

S0° 30' 55"E 96.51' (M) (D)

4' CHAIN LINK FENCE

#21 COB UTILITY EASEMENT
OR 2328, PG 1749

20.00'

L5

U.S. HIGHWAY 301
STATE ROAD 683
1ST STREET

SET CIR
PSM 6078
FND
CIR LB2241
0.08' S, 0.33' E

SET MND
COB SURVEY
FND MND
ZNS6982 0.40' S, 0.16' W

SEE DETAIL "A"

℄ RAILROAD TRACK

CSX TRANSPORTATION INC
PID 463321 2909
(NOW OR FORMERLY)

20.00'

#12 COB UTILITY EASEMENT
OR 1530, PG 7062

N53° 11' 49"W 1104.58' (M)
N53° 11' 51"W 1104.58' (D)

S53° 11' 49"E 603.16' (M)
S53° 11' 51"E 603.97' (D)

W LINE OF SW 1/4 OF THE NW 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

#9 COB UTILITY EASEMENT
OR 1411, PG 6462 & OR 1411, PG 6468

20.00'

#9 C.O.B. UTILITY EASEMENT
OR 1411, PG 6462 &
OR 1411, PG 6468

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SW 1/4 OF
THE NW 1/4

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

DIRT/GRASS ROAD

DIRT/GRASS ROAD

6' CHAIN LINK FENCE

6' CHAIN LINK FENCE

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
DRAINAGE RETENTION POND

125+00

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L5	N89° 29' 05"E (M)	27.63' (M)	N89° 29' 05"E (D)	27.63' (D)

SET CIR
PSM 6078
FND CIR
LB2241 0.19' N

TROPICANA MANUFACTURING COMPANY INC
OR 4166, PG 1467
PID 463321 1009
(NOW OR FORMERLY)

℄ TRACK

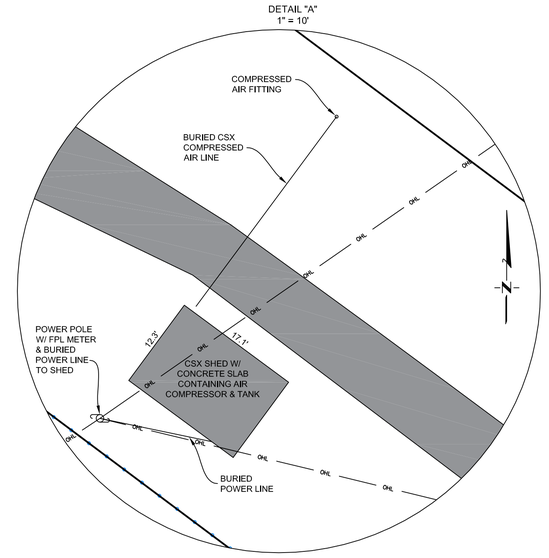
SHEPARDS RED BARN LTD
DRAINAGE OUTFALL TO
ROBINSON'S POND DITCH

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

MATCH LINE SHEET 3

FND
CIR LB2241

DETAIL "A"
1" = 10'



DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
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MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 2 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE:
08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

MATCH LINE SHEET 3

DIRTGRASS ROAD

FND CIR LB2241

20.00'

L4

65.00'

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

N53° 11' 49"W 179.09' (M)
N53° 11' 51"W 179.05' (D)

℄ TRACK

CSX TRANSPORTATION INC
PID 463221208
(NOW OR FORMERLY)

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

FND CIR LB2241

L3

FND CIR LSF B2241

20.00'

65.00'

ASPHALT ROAD

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

36" RCP

HEADWALL

18" PVC

#20 END OF MC DRAINAGE EASEMENT
OR 2268, PG 4534

RAILROAD CROSSING GATE

30" x 60" RCPE

RAILROAD CROSSING GATE

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

NW 1/4 OF
THE SW 1/4

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SW 1/4

HEADWALL

30" RCP

ASPHALT ROAD

18" STP

HEADWALL

HEADWALL

6' CHAIN LINK FENCE

S0° 24' 53"W 1185.10' (M)
S0° 24' 36"W 1184.93' (D)

DRAINAGE RETENTION POND

DRAINAGE DITCH

ROAD & CSX DRAINAGE OUTFALL

N53° 11' 49"W 1446.68' (M)
N53° 11' 51"W 1446.68' (D)

151.00'

151.00'

HEADWALL

30" RCP

NE 1/4 OF
THE SW 1/4

DRAINAGE RETENTION POND

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

ASPHALT ROAD

MATCH LINE SHEET 4

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

0 20' 40' 80' 120'
1" = 40'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
=OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

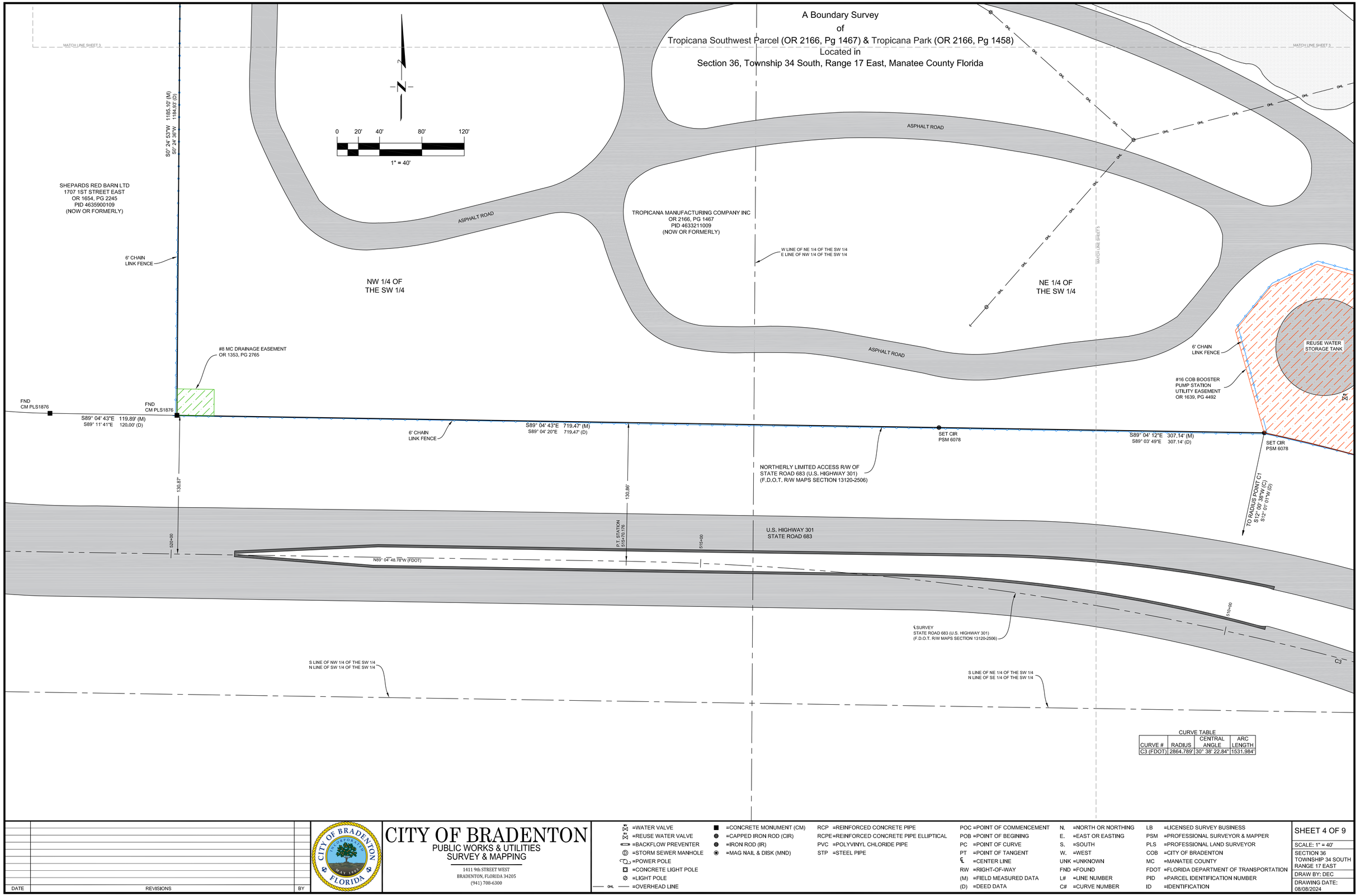
POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA

N, =NORTH OR NORTHING
E, =EAST OR EASTING
S, =SOUTH
W, =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER

LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 3 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE:
08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
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SHEET 4 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

MATCH LINE SHEET 3

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

FDOT & CSX DRAINAGE OUTFALL

ASPHALT ROAD

℄ TRACK

SET CIR PSM 6078

L2

HEADWALL

30" RCP

FND CIR LB2241

DRAINAGE DITCH

FDOT DRAINAGE OUTFALL

FPL TRANSFORMER

REUSE WATER STORAGE TANK

6' CHAIN LINK FENCE

#16 COB BOOSTER PUMP STATION UTILITY EASEMENT
OR 1639, PG 4492

NE 1/4 OF THE SW 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

#17 COB WATER REUSE UTILITY EASEMENT
OR 1639, PG 4495

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

SHELL ROAD

ASPHALT ROAD

MATCH LINE SHEET 6

NW 1/4 OF THE SE 1/4

POB
PARCEL 1
FND CIR LB2241

L1

SOUTHWESTERLY RW CSX

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

#19 MC RIGHT-OF-WAY EASEMENT
OR 2268, PG 4531

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

9TH STREET EAST

SET CIR PSM 6078 FND 5/8" IR DISTURBED

℄ TRACK

TROPICANA MONUMENT SIGN

7' METAL BAR FENCE

WATER AIR RELEASE VALVE

POC PARCEL 2 & 3

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND CIR LB2241

#18 FPL EASEMENT OR 1671, PG 6901

7' METAL BAR FENCE

TROPICANA MONUMENT SIGN

N0° 19' 42"E 1437.41' (M)
N0° 19' 50"E 1437.44' (D)

N53° 11' 49"W 374.18' (M)
374.18' (D)

REUSE WATER AIR RELEASE VALVE

POC PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

SET CIR PSM 6078

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

SET CIR PSM 6078

TO RADIUS POINT C1
S12° 00' 38"W (C)
S12° 01' 01"W (D)

MATCH LINE SHEET 4

C1

FDOT DRAINAGE OUTFALL

30" RCP

6' CHAIN LINK FENCE

#18 FPL EASEMENT OR 1671, PG 6901

NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078 FND 5/8" IR 0.17' N, 0.32' E

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

S24° 27' 36"E 308.41' (M)
S24° 27' 13"E 308.55' (D)

C3

U.S. HIGHWAY 301
STATE ROAD 683

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SE 1/4 OF THE SW 1/4

510+00

505+00

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

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=LIGHT POLE
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FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 5 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 20' 40' 80' 120'
1" = 40'

NW 1/4 OF THE SE 1/4

MATCH LINE SHEET 5

CSX TRANSPORTATION INC
PID 465321250S
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SE 1/4
N LINE OF SW 1/4 OF THE SE 1/4

65.00'

POB
PARCEL 1
FND
CIR LB2241

SOUTHWESTERLY R/W CSX RR

L7

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

POB
PARCEL 2
SET CIR
PSM 6078
FND 5/8" IR
DISTURBED

℄ TRACK

20.00'

WESTERLY R/W
9TH STREET EAST

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN
LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND
CIR LB2241

SOUTHERLY R/W
9TH STREET EAST

#18 FPL EASEMENT
OR 1671, PG 6901

65.00'

POC
PARCEL 2 & 3
NW COR OF SW 1/4 OF SE1/4, SECTION 36, T34S, R 12E

SET CIR
PSM 6078

9TH STREET EAST

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

7' METAL
BAR FENCE

TROPICANA
MONUMENT SIGN

MATCH LINE SHEET 6

EASTERLY R/W
9TH STREET EAST

N0° 19' 42"E 1437.41 (M)
N0° 19' 50"E 1437.44 (D)

WATER AIR
RELEASE VALVE

REUSE WATER AIR
RELEASE VALVE

FND
CIR LB2241

40' x 10' BILLBOARD SIGN
WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED
(O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744

MATCH LINE SHEET 7

P.C. STATION
500+39.62

500+00

REUSE WATER
METER VAULT

REUSE WATER
HOOKUP

PARCEL 2

℄ TRACK

#14 COB UTILITY
EASEMENT
OR 1530, PG 7076

#11 COB UTILITY
EASEMENT
OR 1411, PG 6484

6' CHAIN
LINK FENCE

20.00'

12.00'

10.00'

#7 FPL EASEMENT
OR 1175, PG 357

S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF THE SE 1/4

CSX TRANSPORTATION INC
PID 465321250S
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4
OF THE SW 1/4
E LINE OF SW 1/4
OF THE SE 1/4

MATCH LINE SHEET 7

POC
PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

N53° 27' 45"W 970.84' (M)
N53° 27' 13"W 970.67' (D)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
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SHEET 6 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
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Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
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Section 36, Township 34 South, Range 17 East, Manatee County Florida

WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
40' x 10' BILLBOARD SIGN WITH 36" METAL POLE BASE SIGN LEASE AGREEMENT EXPIRED (O.R.BOOK 1158, PAGE 2573) FDOT TAG # AS743 & AS744
REUSE WATER METER VAULT
REUSE WATER HOOKUP
PARCEL 2
℄ TRACK
CSX TRANSPORTATION INC PID 483327250B (NOW OR FORMERLY)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
#14 COB UTILITY EASEMENT OR 1530, PG 7076
6' CHAIN LINK FENCE
20.18'
12.06'
#11 COB UTILITY EASEMENT OR 1411, PG 6484
#7 FPL EASEMENT OR 1175, PG 357
10.00'
S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)
SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1458 PID 4687900059 (NOW OR FORMERLY)
N68° 27' 42"W 970.84' (M)
N68° 27' 13"W 970.67' (D)
℄ SURVEY STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
MATCH LINE SHEET 6
495+00
SET CIR PSM 6078 FND CIR LB2241 DISTURBED
S0° 16' 20"W 121.85' (M) (D)
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
#7 END OF FPL EASEMENT OR 1175, PG 357
FND CIR LB2241
PARCEL 3
N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)
N68° 26' 25.94"W (FDOT)
U.S. HIGHWAY 301 STATE ROAD 683
490+00
N68° 27' 42"W 391.96' (M)
N68° 27' 13"W 391.96' (D)
SET CIR PSM 6078
TO RADIUS POINT (C) S53° 16' 47"W (C) S53° 17' 55"W (D)
REUSE WATER AIR RELEASE VALVE
W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
MATCH LINE SHEET 8

N
0 20' 40' 80' 120'
1" = 40'

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

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SHEET 7 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 50' 100' 200' 300'
1" = 100'

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

PART OF
OR 474, PG 351

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NE 1/4 OF THE SW 1/4
W LINE OF NW 1/4 OF THE SE 1/4

E LINE OF NW 1/4 OF THE SW 1/4
W LINE OF NE 1/4 OF THE SW 1/4

S LINE OF NW 1/4 OF THE SW 1/4
N LINE OF SW 1/4 OF THE SW 1/4

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

SET CIR
PSM6078
FND CIR
LB2241 0.19'N

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

FND
CM PLS1876

FND
CM PLS1876

SET CIR
PSM6078

SET CIR
PSM6078

SET CIR
PSM6078

SET CIR
PSM6078

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

L4 N53° 11' 49"W 179.69' (M)
N53° 11' 51"W 179.69' (D)

L3

N53° 11' 49"W 1446.69' (M)
N53° 11' 51"W 1446.66' (D)

L2

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

L1

S0° 24' 53"W 1165.10' (M)
S0° 24' 35"W 1164.30' (D)

S89° 04' 43"E 119.89' (M)
S89° 11' 41"E 120.00' (D)

S89° 04' 43"E 719.47' (M)
S89° 04' 20"E 719.47' (D)

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

S89° 27' 36"E 308.41' (M)
S89° 27' 13"E 308.55' (D)

N0° 40' 59"E 233.52' (M) (D)

N89° 04' 48.78"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

525+00

520+00

515+00

510+00

505+00

P.T. STATION
515+71.76

C1

C3

9TH STREET EAST

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE

=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

RCP =REINFORCED CONCRETE PIPE
RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
PVC =POLYVINYL CHLORIDE PIPE
STP =STEEL PIPE

POC =POINT OF COMMENCEMENT
POB =POINT OF BEGINING
PC =POINT OF CURVE
PT =POINT OF TANGENT
℄ =CENTER LINE
RW =RIGHT-OF-WAY
(M) =FIELD MEASURED DATA
(D) =DEED DATA

N, =NORTH OR NORTHING
E, =EAST OR EASTING
S, =SOUTH
W, =WEST
UNK =UNKNOWN
FND =FOUND
L# =LINE NUMBER
C# =CURVE NUMBER

LB =LICENSED SURVEY BUSINESS
PSM =PROFESSIONAL SURVEYOR & MAPPER
PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 8 OF 9

SCALE: 1" = 100'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

PARCEL 2

℄ TRACK

CSX TRANSPORTATION INC
PID 462321209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

S53° 11' 49"E 948.58' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF
THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

N58° 27' 42"W 970.94' (M)
N58° 27' 13"W 970.67' (D)

400'+/-

NORTHERLY LIMITED ACCESS R/W OF
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078
FND CIR LB2241
DISTURBED

S0° 16' 20"W 121.85' (M) (D)

N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)

FND
CIR LB2241

PARCEL 3

OR 1531, PG 7097

SET CIR
PSM 6078

N58° 27' 42"W 391.96' (M)
N58° 27' 13"W 391.96' (D)

SET CIR
PSM 6078

N58° 26' 25.94"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

400'+/-

TROPICANA MANUFACTURING
COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4

N

0 20' 40' 80' 120'
1" = 40'

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
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=LIGHT POLE
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PLS =PROFESSIONAL LAND SURVEYOR
COB =CITY OF BRADENTON
MC =MANATEE COUNTY
FDOT =FLORIDA DEPARTMENT OF TRANSPORTATION
PID =PARCEL IDENTIFICATION NUMBER
ID =IDENTIFICATION

SHEET 9 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 11, 2025

SUBMITTED BY: Gene Brown, Legislative

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: City Council Discussion about the Ward III Seat

SUGGESTED ACTION: Discussion

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Council discussion regarding the process to fill the Ward III seat.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
TBD

SUGGESTED MOTION:
N/A

ATTACHMENTS:

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

Surveyor's Notes:

1) This is a boundary survey.

2) Subject parcels are in unincorporated Manatee County and not within the boundary of the City of Bradenton.

3) Bearing are based on the East line of the Southwest 1/4 of Section 36, Township 34 South, Range 17 East being N00° 19' 42"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

4) Coordinates are in U.S. Survey Feet and are based on the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).

5) Distances are in U.S. Survey Feet

6) The subject property lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12081C0306F for Manatee County, Florida Community No. 120153, dated August 10, 2021 and Issued by the Federal Emergency Management Agency.

7) Underground improvements shown here on are per above ground evidence only. No excavation was performed to verify the location or existence of any underground improvements, structures or foundations. This document should not be relied upon for excavation or critical design functions without field verification of under ground improvement locations.

8) Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper. Title commitment provided by Old Republic National Title Insurance Company, Commitment Number 1524825A2, Issuing Office File Number 41324.042, Commitment Date, May 17, 2024 at 11:00pm. No other instruments of record, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.

9) The description for the City of Bradenton utility easement recorded in Official Records Book 1411, Page 6478 is found in the City of Bradenton temporary construction easement document recorded in Official Records Book 1411, Page 6480.

10) This survey meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to boundary surveys.

11) Any additions or deletions to this sketch of survey by other than the signing party without written consent of the signing party is prohibited.

12) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

13) Fence ownership is undetermined.

14) Date of survey represents last date of field measurements.

15) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

DESCRIPTION:

PARCEL 1:

TROPICANA SOUTHWEST PARCEL (COUNTY)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 36 TOWNSHIP 34 S, RANGE 17 E; THENCE N 00°19'50" E, ALONG THE EASTERLY LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 36, A DISTANCE OF 1437.44 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY (FORMERLY KNOWN AS THE SEABOARD COASTLINE RAILROAD); THENCE N 53°11'51" W, ALONG THE SOUTHWESTERLY LINE OF SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH THE C.S.X. MAIN LINE TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 67.18 FEET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE C.S.X. RAILROAD RIGHT-OF-WAY WITH THE WESTERLY RIGHT-OF-WAY OF 9TH STREET EAST, AS SHOWN ON F.D.O.T. RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE N 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 374.18 FEET; THENCE S 88°54'10" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, **68.54** FEET; THENCE 53°11'51" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1446.68 FEET; THENCE N 89°05'05" W, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, 68.24 FEET; THENCE N 53°11'51" W, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 65.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 179.09 FEET; THENCE N 00°23'07" E, ALONG SAID C,.S.X. RAILROAD RIGHT-OF-WAY, 49.71 FEET: THENCE N 53°11'51" W, ALONG SAID C.S.X. RAILROAD RIGHT-OF-WAY, PARALLEL WITH SAID C.S.X. MAIN TRACK CENTERLINE AND 25.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 1104.58 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NO. 55; THENCE S 00°30'55" E, ALONG THE EASTERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 55, A DISTANCE OF 96.51 FEET; THENCE N 89°29'05" E, A DISTANCE OF 27.63 FEET; THENCE S 53°11'51" E, PARALLEL WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND 60.0 FEET SOUTHWESTERLY THEREFROM, A DISTANCE OF 802.97 FEET; THENCE S 00°24'36" W, A DISTANCE OF 1184.93 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. 301) AS SHOWN ON AFORESAID F.D.O.T RIGHT-OF-WAY MAPS; THENCE S 89°04'20" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID STATE ROAD NO. 683 (U.S. 301), A DISTANCE OF 719.47 FEET; THENCE S 89°03'49" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 307.14 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 12°01'01" W, A DISTANCE OF 1592.39 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°31'46", A DISTANCE OF 542.77 FEET TO THE **POINT OF TANGENT OF** SAID CURVE; THENCE S 58°27'13" E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 308.55 FEET TO THE INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY OF AFORESAID 9TH STREET EAST; THENCE N 07°40'57" E, ALONG THE NORTHERLY RIGHT-OF-WAY OF SAID 9TH STREET EAST, A DISTANCE OF 233.52 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 36, TOWNSHIP 34 S, RANGE 17 E, MANATEE COUNTY, FLORIDA.

CONTAINING 28.31 ACRES MORE OR LESS.

PARCEL 2:

TROPICANA PARK (PARCEL A)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF, THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS, SECTION 13120-2506, FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY A DISTANCE OF 948.56 FEET; THENCE S 00°16'20" W, LEAVING SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 121.85 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF- WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W. ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, A DISTANCE OF 970.67 FEET TO THE INTERSECTION WITH THE AFORESAID EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST; THENCE N 06°00'58" W, ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 184.34 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

PARCEL 3:

TROPICANA PARK (PARCEL B)

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S., RANGE 17 E.; THENCE S 89°18'13" E. ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 60.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF 9TH STREET EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS SECTION 13120-2506; THENCE CONTINUE S 89°18'13" E, ALONG THE NORTHERLY LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 87.61 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY; THENCE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 948.56 FEET FOR A **POINT OF BEGINNING**; THENCE CONTINUE S 53°11'51" E, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY, A DISTANCE OF 306.82 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 53°17'55" W, 930.06 FEET; THENCE RUN SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY C.S.X. RAILROAD RIGHT-OF-WAY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'25", A DISTANCE OF 168.12 FEET TO THE INTERSECTION WITH THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD NO. 683 (U.S. HIGHWAY 301), AS SHOWN ON AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS; THENCE N 58°27'13" W, ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY, 391.96 FEET; THENCE N 00°16'20" E, A DISTANCE OF 121.85 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 34 S. RANGE 17 E., MANATEE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 4.08 ACRES MORE OR LESS

Schedule B-II of Old Republic National Title Insurance Company, Commitment Number 1524825A2:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
NOT A MATTER OF SURVEY

2. a. General or special taxes and assessments required to be paid in the year 2024 and subsequent years.
NOT A MATTER OF SURVEY

b. Rights or claims of parties in possession not recorded in the Public Records.
NOT A MATTER OF SURVEY

c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
NO ENCROACHMENT FOUND.
CSX SHED PLOTTED ON SHEET 2
CSX USE OF SITE AS DEBRIS STORAGE ADJACENT TO RAILROAD TRACKS IN VARIOUS LOCATIONS- NOT PLOTTED
CSX & FDOT DRAINAGE THROUGH PARCEL 1 DRAINAGE DITCHES TO ROBINSON'S POND DITCH SYSTEM PLOTTED ON SHEETS 3 & 5
BILLBOARD PLOTTED ON SHEET 6

d. Easements or claims of easements not recorded in the Public Records.
NOT A MATTER OF SURVEY

e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
NOT A MATTER OF SURVEY.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
NOT A MATTER OF SURVEY.

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
NOT A MATTER OF SURVEY.

5. Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 474. Page 351, Public Records of Manatee County, Florida. (as to Parcel 1)
NOT A MATTER OF SURVEY. ONLY THE PORTION OF O.R. BOOK 474, PG 351 THAT AFFECTS PARCEL 1 IS PLOTTED ON SHEET 8.
O.R. BOOK 474, PG 351 ALSO EXTENDS OVER PARTS OF US HIGHWAY 301, SHEPARDS RED BARN PARCEL (PID 4635900109) & THE TROPICANA PARCEL NORTH OF THE CSX RAILROAD RIGHT-OF-WAY (PID 4632800109).

6. Intentionally deleted. A2

7. Easement to Florida Power & Light Company recorded in O.R. Book 1175, Page 357, Public Records of Manatee County, Florida. (as to Parcels 2 & 3)
PLOTTED ON SHEETS 6 & 7.

8. Utility Easement in favor of the County of Manatee, a political subdivision recorded in O.R. Book 1353, Page 2765, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEET 4.

9. Revised A1- Grant of Utility Easement(s) in favor of the City of Bradenton, a municipal corporation recorded in O.R. Book 1411, Page 6462, and O.R. Book 1411, Page 6468, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

10. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1411, Page 6478, and O.R. Book 1411, Page 6480, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6 (DESCRIPTION FOR OR 1411, PG 6478 FOUND IN OR 1411, PG 6468).

11. Revised A1 - Grant of Utility Easement in favor of the City of Bradenton recorded in O.R. Book 1411, Page 6484, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7.

12. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7062, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

13. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7069, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 2, 3, 5 & 6.

14. Revised A1 - Utility Permanent Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1530, Page 7076, Public Records of Manatee County, Florida. (as to Parcels 2 & 3) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 6 & 7

15. Revised A1- Subject to automatic phosphate, metals, minerals and petroleum reservations by virtue of Sec. 270.11(1), F.S., under deed recorded in O.R. Book 1531, Page 7071, Public Records of Manatee County, Florida, without right of entry, (as to Parcel 3)
NOT A MATTER OF SURVEY. THE AREA OF OR BOOK 1531, PG 7071 IS PLOTTED ON SHEET 9.

16. Revised A1 - Utility Easement Booster Pump Station in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1632, Page 4422, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEETS 4, 5 & 6.

17. Revised A1 - Utility Easement Water Reuse In favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 1639 Page 4495, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 5.

18. Easement to Florida Power & Light Company recorded in O.R. Book 1671, Page 6901, Public Records of Manatee County, Florida. (as to Parcels 1, 2 & 3)
PLOTTED ON SHEETS 5 & 6.

19. Right-of-Way Easement in favor of County of Manatee, a Political Subdivision of the State of Florida, for roadway purposes, pedestrian sidewalks, street lighting, underground and overhead utilities, and surface and underground drainage recorded July 30, 2008, in O.R. Book 2268, Page 4531, Public Records of Manatee County, and Florida. (as to Parcel 1)
PLOTTED ON SHEETS 5 & 6.

20. Drainage Easement in favor of the County of Manatee, a Political Subdivision of the State of Florida, recorded in O.R. Book 2268, Page 4534, Public Records of Manatee County, Florida. (as to Parcel 1)
PLOTTED ON SHEETS 3, 5 & 6.

21. Revised A2 - Grant of Utility Easement in favor of the City of Bradenton, a Municipal corporation of the State of Florida, recorded in O.R. Book 2328, Page 1749, Public Records of Manatee County, Florida. (as to Parcel 1) (FOR INFORMATIONAL PURPOSES ONLY: This exception may be removed upon compliance with the related requirement set forth in B-1.)
PLOTTED ON SHEET 2.

22. Rights of the lessees under unrecorded leases. (as to all Parcels)
NOT A MATTER OF SURVEY.

Certified to:
The City of Bradenton, a municipal corporation of the State of Florida
Blalock Walters, PA
American Land Title Association

David E Cronkhite — Digitally signed by David E Cronkhite Date: 2024.08.09 13:45:08 -04'00'

DAVID E. CRONKHITE, PSM
FLORIDA CERTIFICATE NO. 6078

08/08/2024
DATE OF SURVEY

DAVID E CRONKHITE License Number 6078 STATE OF FLORIDA Professional Surveyor and Mapper

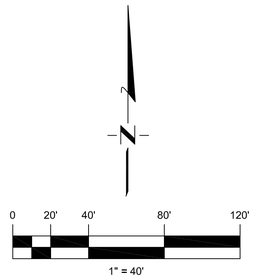
DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)
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PID =PARCEL IDENTIFICATION NUMBER
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SHEET 1 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



SET MND
COB SURVEY
FND MND
ZNS6982 0.29' N, 0.31' E

4' CHAIN LINK FENCE

130+00

S0° 30' 55"E 96.51' (M) (D)

4' CHAIN LINK FENCE

#21 COB UTILITY EASEMENT
OR 2328, PG 1749

20.00'

L5

U.S. HIGHWAY 301
STATE ROAD 683
1ST STREET

SET CIR
PSM 6078
FND
CIR LB2241
0.08' S, 0.33' E

SET MND
COB SURVEY
FND MND
ZNS6982 0.40' S, 0.16' W

SEE DETAIL "A"

℄ RAILROAD TRACK

CSX TRANSPORTATION INC
PID 463321 2909
(NOW OR FORMERLY)

20.00'

#12 COB UTILITY EASEMENT
OR 1530, PG 7062

N53° 11' 49"W 1104.58' (M)
N53° 11' 51"W 1104.58' (D)

S53° 11' 49"E 603.16' (M)
S53° 11' 51"E 603.97' (D)

W LINE OF SW 1/4 OF THE NW 1/4
℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

#9 COB UTILITY EASEMENT
OR 1411, PG 6462 & OR 1411, PG 6468

20.00'

#9 C.O.B. UTILITY EASEMENT
OR 1411, PG 6462 &
OR 1411, PG 6468

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SW 1/4 OF
THE NW 1/4

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

DIRT/GRASS ROAD

DIRT/GRASS ROAD

6' CHAIN LINK FENCE

6' CHAIN LINK FENCE

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
DRAINAGE RETENTION POND

125+00

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L5	N89° 29' 05"E (M)	27.63' (M)	N89° 29' 05"E (D)	27.63' (D)

SET CIR
PSM 6078
FND CIR
LB2241 0.19' N

TROPICANA MANUFACTURING COMPANY INC
OR 4166, PG 1467
PID 463321 1009
(NOW OR FORMERLY)

℄ TRACK

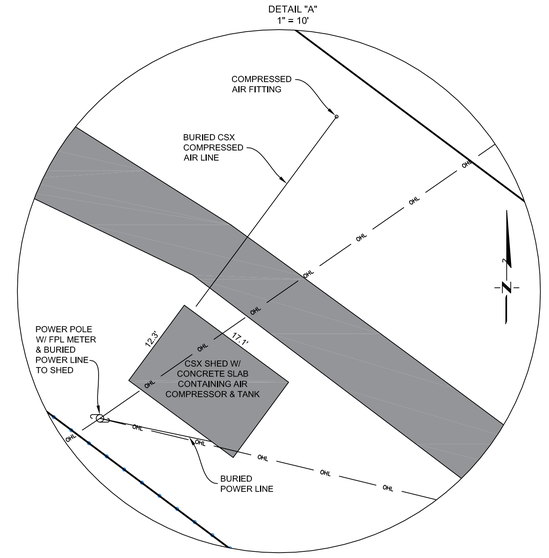
SHEPARDS RED BARN LTD
DRAINAGE OUTFALL TO
ROBINSON'S POND DITCH

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

MATCH LINE SHEET 3

FND
CIR LB2241

DETAIL "A"
1" = 10'



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SCALE: 1" = 40'
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RANGE 17 EAST
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Located in
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MATCH LINE SHEET 3

DIRTGRASS ROAD

FND CIR LB2241

20.00'

L4

65.00'

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

N53° 11' 49"W 179.09' (M)
N53° 11' 51"W 179.05' (D)

℄ TRACK

CSX TRANSPORTATION INC
PID 463221208
(NOW OR FORMERLY)

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

FND CIR LB2241

L3

FND CIR LSF B2241

20.00'

65.00'

ASPHALT ROAD

DRAINAGE DITCH
SHEPARDS RED BARN LTD
DRAINAGE OUTFLOW

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

36" RCP

HEADWALL

18" PVC

#20 END OF MC DRAINAGE EASEMENT
OR 2268, PG 4534

RAILROAD CROSSING GATE

30" x 60" RCPE

RAILROAD CROSSING GATE

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

NW 1/4 OF
THE SW 1/4

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SW 1/4

HEADWALL

30" RCP

ASPHALT ROAD

18" STP

HEADWALL

HEADWALL

6' CHAIN LINK FENCE

S0° 24' 53"W 1185.10' (M)
S0° 24' 36"W 1184.93' (D)

DRAINAGE RETENTION POND

DRAINAGE DITCH

ROAD & CSX DRAINAGE OUTFALL

N53° 11' 49"W 1446.68' (M)
N53° 11' 51"W 1446.68' (D)

151.00'

151.00'

HEADWALL

30" RCP

NE 1/4 OF
THE SW 1/4

DRAINAGE RETENTION POND

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

ASPHALT ROAD

MATCH LINE SHEET 4

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

0 20' 40' 80' 120'
1" = 40'

DATE	REVISIONS	BY

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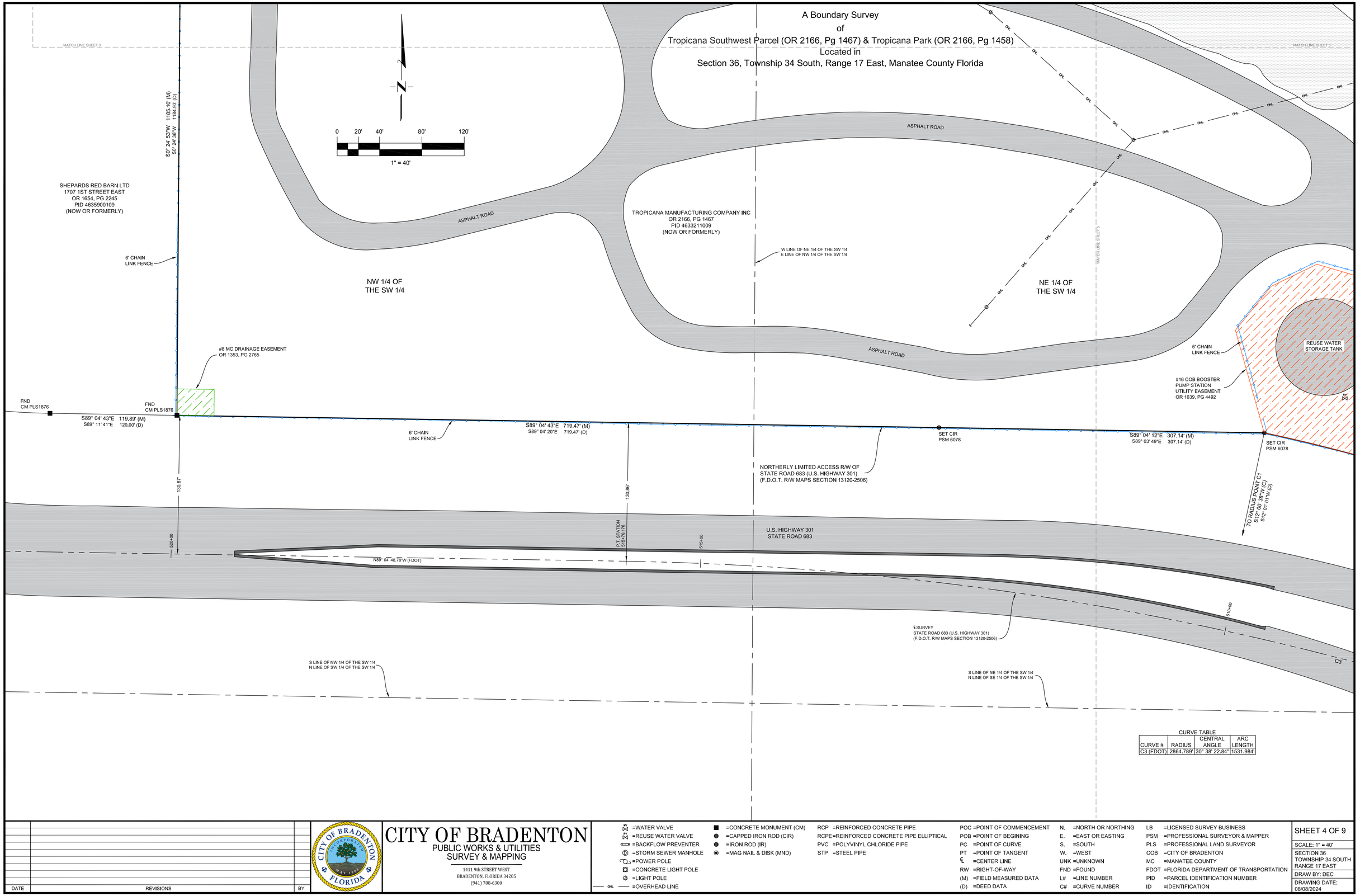
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SHEET 3 OF 9
SCALE: 1" = 40'
SECTION 36
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RANGE 17 EAST
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A Boundary Survey
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Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida



CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

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SHEET 4 OF 9
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A Boundary Survey
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Located in
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N

0 20' 40' 80' 120'
1" = 40'

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

MATCH LINE SHEET 3

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

#13 COB UTILITY EASEMENT
OR 1530, PG 7069

#10 COB UTILITY EASEMENT
OR 1411, PG 6478

FDOT & CSX DRAINAGE OUTFALL

ASPHALT ROAD

℄ TRACK

SET CIR PSM 6078

L2

HEADWALL

30" RCP

FND CIR LB2241

DRAINAGE DITCH

FDOT DRAINAGE OUTFALL

FPL TRANSFORMER

REUSE WATER STORAGE TANK

6' CHAIN LINK FENCE

#16 COB BOOSTER PUMP STATION UTILITY EASEMENT
OR 1639, PG 4492

NE 1/4 OF THE SW 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

#17 COB WATER REUSE UTILITY EASEMENT
OR 1639, PG 4495

#20 MC DRAINAGE EASEMENT
OR 2268, PG 4534

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

SHELL ROAD

ASPHALT ROAD

MATCH LINE SHEET 6

NW 1/4 OF THE SE 1/4

POB
PARCEL 1
FND CIR LB2241

L1

SOUTHWESTERLY RW CSX

CSX TRANSPORTATION INC
PID 463221209
(NOW OR FORMERLY)

#19 MC RIGHT-OF-WAY EASEMENT
OR 2268, PG 4531

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

9TH STREET EAST

SET CIR PSM 6078 FND 5/8" IR DISTURBED

℄ TRACK

TROPICANA MONUMENT SIGN

7' METAL BAR FENCE

WATER AIR RELEASE VALVE

POC PARCEL 2 & 3

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND CIR LB2241

#18 FPL EASEMENT OR 1671, PG 6901

7' METAL BAR FENCE

TROPICANA MONUMENT SIGN

N0° 19' 42"E 1437.41' (M)
N0° 19' 50"E 1437.44' (D)

N53° 11' 49"W 374.18' (M)
374.18' (D)

REUSE WATER AIR RELEASE VALVE

POC PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

SET CIR PSM 6078

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

SET CIR PSM 6078

TO RADIUS POINT C1
S12° 00' 38"W (C)
S12° 01' 01"W (D)

MATCH LINE SHEET 4

C1

FDOT DRAINAGE OUTFALL

30" RCP

6' CHAIN LINK FENCE

#18 FPL EASEMENT OR 1671, PG 6901

NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078 FND 5/8" IR 0.17' N, 0.32' E

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

S24° 27' 36"E 308.41' (M)
S24° 27' 13"E 308.55' (D)

C3

U.S. HIGHWAY 301
STATE ROAD 683

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SE 1/4 OF THE SW 1/4

510+00

505+00

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0 20' 40' 80' 120'
1" = 40'

NW 1/4 OF THE SE 1/4

MATCH LINE SHEET 5

CSX TRANSPORTATION INC
PID 465321250S
(NOW OR FORMERLY)

OLDCASTLE APG SOUTH INC
OR 2238, PG 3969
1709 9TH STREET EAST
PID 4686410103
(NOW OR FORMERLY)

NW 1/4 OF THE SE 1/4

S LINE OF NW 1/4 OF THE SE 1/4
N LINE OF SW 1/4 OF THE SE 1/4

65.00'

POB
PARCEL 1
FND
CIR LB2241

SOUTHWESTERLY R/W CSX RR

L7

W LINE OF NE 1/4 OF THE SW 1/4
E LINE OF NW 1/4 OF THE SE 1/4

POB
PARCEL 2
SET CIR
PSM 6078
FND 5/8" IR
DISTURBED

℄ TRACK

20.00'

WESTERLY R/W
9TH STREET EAST

N0° 40' 57"E 233.52' (M) (D)

6' CHAIN
LINK FENCE

L6

S89° 17' 56"E 87.77' (M)
S89° 18' 13"E 87.61' (D)

FND
CIR LB2241

SOUTHERLY R/W
9TH STREET EAST

#18 FPL EASEMENT
OR 1671, PG 6901

65.00'

POC
PARCEL 2 & 3
NW COR OF SW 1/4 OF SE1/4, SECTION 36, T34S, R 12E

SET CIR
PSM 6078

9TH STREET EAST

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

7' METAL
BAR FENCE

TROPICANA
MONUMENT SIGN

MATCH LINE SHEET 6

EASTERLY R/W
9TH STREET EAST

N0° 19' 42"E 1437.41 (M)
N0° 19' 50"E 1437.44 (D)

WATER AIR
RELEASE VALVE

REUSE WATER AIR
RELEASE VALVE

FND
CIR LB2241

40' x 10' BILLBOARD SIGN
WITH 36" METAL POLE BASE SIGN
LEASE AGREEMENT EXPIRED
(O.R.BOOK 1158, PAGE 2573)
FDOT TAG # AS743 & AS744

MATCH LINE SHEET 7

P.C. STATION
500+39.62

500+00

REUSE WATER
METER VAULT

REUSE WATER
HOOKUP

PARCEL 2

℄ TRACK

#14 COB UTILITY
EASEMENT
OR 1530, PG 7076

#11 COB UTILITY
EASEMENT
OR 1411, PG 6484

6' CHAIN
LINK FENCE

20.00'

12.00'

10.00'

#7 FPL EASEMENT
OR 1175, PG 357

S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF THE SE 1/4

CSX TRANSPORTATION INC
PID 465321250S
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4
OF THE SW 1/4
E LINE OF SW 1/4
OF THE SE 1/4

MATCH LINE SHEET 7

POC
PARCEL 1
SE CORNER OF SW 1/4
SECTION 36, T34S, R 12E

N53° 27' 45"W 970.84' (M)
N53° 27' 13"W 970.67' (D)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

℄ SURVEY
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L6	S89° 17' 56"E (M)	59.75' (M)	S89° 18' 13"E (D)	60.00' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

=WATER VALVE
=REUSE WATER VALVE
=BACKFLOW PREVENTER
=STORM SEWER MANHOLE
=POWER POLE
=CONCRETE LIGHT POLE
=LIGHT POLE
OHL =OVERHEAD LINE
=CONCRETE MONUMENT (CM)
=CAPPED IRON ROD (CIR)
=IRON ROD (IR)
=MAG NAIL & DISK (MND)

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RCPE =REINFORCED CONCRETE PIPE ELLIPTICAL
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SHEET 6 OF 9
SCALE: 1" = 40'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

WATER AIR RELEASE VALVE
REUSE WATER AIR RELEASE VALVE
40' x 10' BILLBOARD SIGN WITH 36" METAL POLE BASE SIGN LEASE AGREEMENT EXPIRED (O.R.BOOK 1158, PAGE 2573) FDOT TAG # AS743 & AS744
REUSE WATER METER VAULT
REUSE WATER HOOKUP
PARCEL 2
℄ TRACK
CSX TRANSPORTATION INC PID 483327250B (NOW OR FORMERLY)
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
#14 COB UTILITY EASEMENT OR 1530, PG 7076
6' CHAIN LINK FENCE
20.18'
12.06'
#11 COB UTILITY EASEMENT OR 1411, PG 6484
#7 FPL EASEMENT OR 1175, PG 357
10.00'
S53° 11' 49"E 948.56' (M)
S53° 11' 51"E 948.56' (D)
SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1458 PID 4687900059 (NOW OR FORMERLY)
N68° 27' 42"W 970.84' (M)
N68° 27' 13"W 970.67' (D)
℄ SURVEY STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
MATCH LINE SHEET 6
495+00
SET CIR PSM 6078 FND CIR LB2241 DISTURBED
S0° 16' 20"W 121.85' (M) (D)
NORTHERLY LIMITED ACCESS R/W OF STATE ROAD 683 (U.S. HIGHWAY 301) (F.D.O.T. R/W MAPS SECTION 13120-2506)
#7 END OF FPL EASEMENT OR 1175, PG 357
FND CIR LB2241
PARCEL 3
N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)
N68° 26' 25.94"W (FDOT)
U.S. HIGHWAY 301 STATE ROAD 683
490+00
N68° 27' 42"W 391.96' (M)
N68° 27' 13"W 391.96' (D)
SET CIR PSM 6078
TO RADIUS POINT (C) S53° 16' 47"W (C) S53° 17' 55"W (D)
REUSE WATER AIR RELEASE VALVE
W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4
TROPICANA MANUFACTURING COMPANY INC OR 2166, PG 1452 PID 4565700509 (NOW OR FORMERLY)
MATCH LINE SHEET 8

N
0 20' 40' 80' 120'
1" = 40'

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C2 (M)	930.06'	10° 21' 19"	168.09'	S53° 16' 47"W
C2 (D)	930.06'	10° 21' 25"	168.12'	S53° 17' 55"W
C2 (FDOT)	929.23'	10° 05' 33"	163.81'	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

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=LIGHT POLE
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SHEET 7 OF 9
SCALE: 1" = 40'
SECTION 36 TOWNSHIP 34 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024

A Boundary Survey
of
Tropicana Southwest Parcel (OR 2166, Pg 1467) & Tropicana Park (OR 2166, Pg 1458)
Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

N

0 50' 100' 200' 300'
1" = 100'

SAGE DEVELOPMENT LLC, JACK 95 LLC,
PETER 74 OAK LLC, ROSY 95 LLC,
SCHOOLOFHARDKNOCKS LLC & TCG BT LLC
202 13TH AVENUE EAST
INST 202241149453
PID 4633200003
(NOW OR FORMERLY)

SHEPARDS RED BARN LTD
1707 1ST STREET EAST
OR 1654, PG 2245
PID 4635900109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
1700 9TH STREET EAST
OR 2166, PG 1464
PID 4632800109
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1467
PID 4633211009
(NOW OR FORMERLY)

PART OF
OR 474, PG 351

NW 1/4 OF
THE SW 1/4

NE 1/4 OF
THE SW 1/4

E LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SW 1/4 OF THE NW 1/4
N LINE OF NW 1/4 OF THE SW 1/4

S LINE OF SE 1/4 OF THE NW 1/4
N LINE OF NE 1/4 OF THE SW 1/4

E LINE OF NE 1/4 OF THE SW 1/4
W LINE OF NW 1/4 OF THE SE 1/4

E LINE OF NW 1/4 OF THE SW 1/4
W LINE OF NE 1/4 OF THE SW 1/4

S LINE OF NW 1/4 OF THE SW 1/4
N LINE OF SW 1/4 OF THE SW 1/4

S LINE OF NE 1/4 OF THE SW 1/4
N LINE OF SE 1/4 OF THE SW 1/4

SET CIR
PSM6078
FND CIR
LB2241 0.19'N

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

FND
CM PLS1876

FND
CM PLS1876

SET CIR
PSM6078

SET CIR
PSM6078

SET CIR
PSM6078

SET CIR
PSM6078

FND
CIR LB2241

FND
CIR LB2241

FND
CIR LB2241

L4 N53° 11' 49"W 179.69' (M)
N53° 11' 51"W 179.69' (D)

L3

N53° 11' 49"W 1446.69' (M)
N53° 11' 51"W 1446.66' (D)

L2

N53° 11' 49"W 374.18' (M)
N53° 11' 51"W 374.18' (D)

L1

S0° 24' 53"W 1165.10' (M)
S0° 24' 35"W 1164.30' (D)

S89° 04' 43"E 119.89' (M)
S89° 11' 41"E 120.00' (D)

S89° 04' 43"E 719.47' (M)
S89° 04' 20"E 719.47' (D)

S89° 04' 12"E 307.14' (M)
S89° 03' 49"E 307.14' (D)

S89° 27' 36"E 308.41' (M)
S89° 27' 13"E 308.55' (D)

N0° 40' 59"E 233.52' (M) (D)

N89° 04' 48.78"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

525+00

520+00

515+00

510+00

505+00

P.T. STATION
515+71.76

C1

C3

9TH STREET EAST

LINE TABLE

LINE #	BEARING	DISTANCE	BEARING	DISTANCE
L1	N53° 11' 49"W (M)	63.30' (M)	N53° 11' 51"W (D)	67.18' (D)
L2	S88° 54' 10"E (M)	68.54' (M)	S88° 54' 10"E (D)	68.54' (D)
L3	N89° 05' 05"W (M)	68.24' (M)	N89° 05' 05"W (D)	68.24' (D)
L4	N00° 23' 07"E (M)	49.71' (M)	N00° 23' 07"E (D)	49.71' (D)

CURVE TABLE

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	BEARING TO RADIUS POINT
C1 (M)	1592.39'	19° 31' 46"	542.77'	S12° 00' 38"W
C1 (D)	1592.39'	19° 31' 46"	542.77'	S12° 01' 01"W
C1 (FDOT)	1592.39'	19° 29' 30"	541.72'	
C3 (FDOT)	2864.789'	30° 38' 22.84"	1531.984'	

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SHEET 8 OF 9

SCALE: 1" = 100'
SECTION 36
TOWNSHIP 34 SOUTH
RANGE 17 EAST
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A Boundary Survey
of
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Located in
Section 36, Township 34 South, Range 17 East, Manatee County Florida

PARCEL 2

℄ TRACK

CSX TRANSPORTATION INC
PID 462321209
(NOW OR FORMERLY)

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

S53° 11' 49"E 948.58' (M)
S53° 11' 51"E 948.56' (D)

SW 1/4 OF
THE SE 1/4

TROPICANA MANUFACTURING COMPANY INC
OR 2166, PG 1458
PID 4687900059
(NOW OR FORMERLY)

N58° 27' 42"W 970.94' (M)
N58° 27' 13"W 970.67' (D)

400'+/-

NORTHERLY LIMITED ACCESS R/W OF
STATE ROAD 683 (U.S. HIGHWAY 301)
(F.D.O.T. R/W MAPS SECTION 13120-2506)

SET CIR PSM 6078
FND CIR LB2241
DISTURBED

S0° 16' 20"W 121.85' (M) (D)

N53° 11' 49"W 306.82' (M)
N53° 11' 51"W 306.82' (D)

FND
CIR LB2241

PARCEL 3

OR 1531, PG 7097

SET CIR
PSM 6078

N58° 27' 42"W 391.96' (M)
N58° 27' 13"W 391.96' (D)

SET CIR
PSM 6078

N58° 26' 25.94"W (FDOT)

U.S. HIGHWAY 301
STATE ROAD 683

400'+/-

TROPICANA MANUFACTURING
COMPANY INC
OR 2166, PG 1452
PID 4565700509
(NOW OR FORMERLY)

W LINE OF SE 1/4 OF THE SE 1/4
E LINE OF SW 1/4 OF THE SE 1/4

N

0 20' 40' 80' 120'
1" = 40'

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SHEET 9 OF 9
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RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 08/08/2024